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Attorneys for the Temporary Receiver

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

FEDERAL TRADE COMMISSION,
Plaintiff,

vs.

ELH CONSULTING, LLC, an Arizona
Limited Liability Company, also d/b/a
Proactive Planning Solutions; Purchase
Power Solutions, LLC, an Arizona
Limited Liability Company; Allied
Corporate Connection, LLC, an Arizona
Limited Liability Company; Complete
Financial Strategies, LLC an Arizona
Limited Liability Company; 3Point14
Consultants, LLC, A Nevada Limited
Liability Company, also d/b/a Elite
Planning Group; Key Tech Software
Solutions, LLC, a Delaware Limited
Liability Company, also d/b/a Key One
Solutions; Emory L. Holley IV, a/k/a
Jack Holley, individually and as the sole
member of ELH Consulting, LLC; Lisa
Miller, individually and as the sole
member of Allied Corporate Connection,
LLC, Complete Financial Strategies,
LLC, and Purchase Power Solutions,
LLC; Rares Stelea, individually and as
the sole member of 3Point14
Consultants, LLC; and Justin Journey,
individually and as the sole member of
Key Tech Software Solutions, LLC,
Defendants.

Cause No. CV 2012-2246-PHX-FJM

NOTICE OF FILING TEMPORARY
RECEIVER'S REPORT

Peter S. Davis, the Court's Temporary Receiver, by and through counsel undersigned submits his *Status Report of Peter S. Davis Court Appointed Temporary Receiver* ("Report") attached hereto as Exhibit "A". This Report is being provided to the Court and the Parties pursuant to Section XVI of the Court's *Ex Parte Temporary Restraining Order with Asset Freeze, Appointment of Temporary Receiver, Immediate Access to Business Premises, Limited Expedited Discovery and Order to Show Cause Why a Preliminary Injunction Should Not Issue* dated October 22, 2012 directing the Court's Temporary Receiver to the initial actions and investigation of the Receiver, on or before the October 31, 2012 hearing in this matter.

Respectfully submitted this 31st day of October, 2012.

GUTTILLA MURPHY ANDERSON, P.C.

s/Ryan W. Anderson

Ryan W. Anderson

Attorneys for the Temporary Receiver

PROOF OF SERVICE

This is to certify that on this 31st day of October, 2012, I electronically transmitted the foregoing document to the Clerk's Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to the CM/ECF registrants in the above referenced case. The foregoing document has also been served via email to counsel to the Federal Trade Commission and attorney Kurt Goering, who has represented to the Receiver to be counsel for Defendants Emory L. Holley IV, Lisa Miller and ELH Consulting, LLC.

s/Ryan W. Anderson

Ryan W. Anderson

FEDERAL TRADE COMMISSION V. ELH CONSULTING, LLC, et al
Cause No. CV 2012-2246-PHX FJM

Index of Exhibits

1. Exhibit “A” – Temporary Receiver’s Report



***Federal Trade Commission v. ELH
Consulting, LLC, et. al.***

CV 12-2246-PHX-JAT

Status Report

Of

Peter S. Davis, CPA, ABV, CFF, CIRA, CTP, CFE

Court Appointed Temporary Receiver

October 31, 2012

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1. Assignment of Temporary Receiver

On October 22, 2012, Peter S. Davis (“Temporary Receiver”) was appointed as Temporary Receiver in Federal Trade Commission (“FTC”) v. ELH Consulting, LLC (“ELH”); d/b/a Proactive Planning Solutions, LLC (“Proactive”); Purchase Power Solutions (“Purchase”); Allied Corporate Connection, LLC (“Allied”); Complete Financial Strategies, LLC (“CFS”) individually and collectively (“Receivership Defendants”). The Temporary Receiver’s duties and authority is defined in the Court’s *Ex Parte Temporary Restraining Order with Asset Freeze, Appointment of a Temporary Receiver, Immediate Access to Business Premises, Limited Expedited Discovery, and an Order to Show Cause Why a Preliminary Injunction should not Issue*¹ (“TRO”). The TRO calls for, amongst other things, the Temporary Receiver to assume full control of the Receivership Defendants and take exclusive custody, control and possession of all assets until further order of the Court.

2. Background

The FTC filed a Complaint on October 22, 2012 against the Receivership Defendants for violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the FTC’s Trade Regulation Rule entitled Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310.

3. Implementation of the TRO

3.1. Secured Premises

On October 24, 2012, the Temporary Receiver met with the FTC, Information Technology (“IT”) technicians, United States Postal Inspector (“USPI”) representatives, Arizona Attorney General (“AZAG”) staff and Mesa Police Department (“MPD”) officers regarding the service of the TRO and seizure of the Receivership Defendants’ business location.

At approximately 9:45 a.m. the Temporary Receiver entered the premises at 2655 W. Guadalupe Road, Suites 9 through 13, Mesa, Arizona. The defendants, Emory L. Holley IV (“Holley”) and Lisa Miller were not present at the location. The Temporary Receiver identified approximately 38 employees working for the Receivership Defendants at the location.

The Temporary Receiver directed the IT technicians to isolate, secure, and prevent any onsite or remote access to the Receivership Defendants’ servers, computers, telephone system, and customer database. All employees were advised of the implementation of the TRO and the FTC and Simon Consulting, LLC (“Simon”) staff inventoried and identified the contents of each office and room of the business premises to establish and maintain the chain of custody for the Receivership Defendants’ records and assets. In addition, Simon videotaped the business premises, replaced the locks on the doors and changed the security system password at the business premises.

¹ See Court Order Ex Parte TRO for complete powers and duties of the Temporary Receiver.

3.2. Exit Interviews with Employees

The Temporary Receiver provided each employee of the Receivership Defendants with a copy of the TRO and addressed any and all questions regarding the implementation of the TRO. In accordance with Section XI Item C, employees completed a questionnaire that incorporated the required information as designated in the TRO. Simon staff interviewed each employee to further understand his/her job function, document any outstanding compensation owed to the employees and address any concerns that employees may have had regarding the TRO.

The Temporary Receiver identified employees in customer service and the corporate office who stated they had in depth business activity knowledge and longevity with the Receivership Defendants' business organization. These individuals agreed to assist the Temporary Receiver in locating key documents and providing details regarding contracts and business operations.

3.3. Interviews with Holley

Approximately one hour after the TRO was served at the Holley residence and at the business location, the Temporary Receiver contacted Holley to request an interview. Holley and his legal counsel, Kurt Goering, met with the Temporary Receiver and the Temporary Receiver's legal counsel at the business location.

Holley informed the Temporary Receiver that:

- the Receivership Defendants had virtually no cash assets;
- he had little if any monies in his bank accounts;
- the Receivership Defendants were not doing well financially;
- the Receivership Defendants books and records were kept at his home;
- the Receivership Defendants placed telemarketing phone solicitations offering a credit card debt reduction program through Purchase and provided customer service support for other telemarketing companies including Key One Solutions;
- he was aware of the numerous customer complaints surrounding Key One Solutions going back at least 2 years;
- he regularly took cash out of the Receivership Defendants and that in the previous 6 months he had taken out \$15,000;
- the Receivership Defendants did not own cars or real estate²;
- Lisa Miller had signatory authority over the Receivership Defendants' bank accounts;
- ELH had a mini storage unit;
- Lisa Miller owned Purchase, Allied and CFS and that he owned ELH;
- the Receivership Defendants when placing telemarketing calls did not violate DO NOT CALL lists

Holley provided the Temporary Receiver with QuickBooks accounting backup files and bank account login information related to ELH, Purchase and Allied.

² The Temporary Receiver identified vehicles on the Balance Sheets of ELH and Allied, See Section 4 of this Report.

3.4. Assets in Temporary Receiver's ControlCash and Bank Accounts

On October 24, 2012, the Temporary Receiver served JP Morgan Chase Bank ("Chase") branch locations and personnel with the TRO and directed the bank to freeze all Receivership Defendants' accounts.

The Temporary Receiver identified and froze \$30,916.28 in receivership funds held at Chase. Chase verified the following bank account and balances held by the Receivership Defendants:

ELH Consulting, LLC			
Account Type	Account Ending	Balance	As of
Cash	8870	\$500.00	10/26/2012
Deposit	7749	\$107.34	10/26/2012
General	7731	\$2,901.41	10/26/2012
Payroll	5502	\$5,350.02	10/26/2012
Processing	5395	\$80.00	10/26/2012
Processing	7140	\$142.78	10/26/2012
Processing	8290	\$15,384.72	10/26/2012
Processing	7960	\$3,781.65	10/26/2012
ELH Total:		\$28,247.92	

Allied Corporate Connection, LLC			
Account Type	Account Ending	Balance	As of
General	6814	\$45.82	10/26/2012
Deposit	6822	(\$1,107.18)	10/25/2012
Payroll	6806	\$398.63	10/26/2012
Savings	0597	\$20.59	10/26/2012
Allied Total:		(\$642.14)	

Complete Financial Strategies			
Account Type	Account Ending	Balance	As of
General	4368	\$102.77	10/26/2012
Deposit	4376	\$40.00	10/25/2012
Checking	4384	\$40.00	10/26/2012
Checking	4392	\$40.00	10/26/2012
CFS Total:		\$222.77	

Purchase Power Solutions, LLC			
Account Type	Account Ending	Balance	As of
General	5926	(\$6.95)	10/25/2012
Deposit	5918	\$3,094.68	10/26/2012
Purchase Total:		\$3,087.73	

Receivership Defendants' Total:		\$ 30,916.28	
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Simon located \$628.23 in coins and \$115.00 in bills at the business premises. Simon located \$3,077.00 in checks from Farmers Insurance and Consumers Alliance Processing Corporation. Total funds of \$3,820.23 were deposited into the receivership bank account opened by the Temporary Receiver. In addition to the coins, Las Vegas poker chips and the debt card were gathered from the business location and are held by the Temporary Receiver.

Merchant Reserve Accounts

The Temporary Receiver identified that the Receivership Defendants had cash assets in the following credit card merchant account reserves held by Global Payments Direct, Inc (“Global Payments”). As of October 26, 2012, Purchase merchant account held a reserve balance of \$413,782.50. Global Payments has informed the Temporary Receiver that the merchant account is currently subject to charge back allocations.

As of October 26, 2012, the Proactive merchant account held a reserve balance of \$275,000.00. Global Payments has informed the Temporary Receiver that the merchant account has not processed a charge back in the last 18 months.

Mail Box Locations

The Temporary Receiver identified four mail box locations leased and utilized by the Receivership Defendants. The TRO was served on the owners of the UPS store and Mail Plus & More and the box locks were changed by the Temporary Receiver. The Receivership Defendants’ mail is currently under the control of the Temporary Receiver.

Offsite Mini Storage

The Temporary Receiver identified an offsite mini storage location that was utilized by the Receivership Defendants at 2880 W. Elliot Road, Chandler, AZ branded as Elliot & Price Mini-Storage. On October 25, 2012, the Temporary Receiver served Jerry Spenser, Resident Manager, with a copy of the TRO, changed the locks on the unit, and seized control of unit #D234. The Temporary Receiver identified office furniture and supplies, as well as personal items such as tools and toys stored within the unit. Mr. Spenser informed the Temporary Receiver that the unit had previously stored various cars and recreational vehicles before being replaced by the office furniture.

4. Possible Future Asset Recoveries

Other Defendants’ Bank and Merchant Reserve Accounts

Pursuant to the TRO, 3Point14 Consultants, LLC d/b/a Elite Planning Group; Key Tech Software Solutions, LLC d/b/a Key One Solutions; Emory L. Holley IV; and Lisa Miller are named as additional Defendants to this matter. The Temporary Receiver identified bank and merchant reserve account balances as of October 26, 2012 for the following Defendants:

- Emory Holley IV – Chase checking account ending 4805 with a balance of \$280.04;
- Lisa Miller – Chase checking account ending 0769 with a balance of \$277.69;
- Key One Solutions – Global Payments merchant account with a reserve balance of \$392,250.73; and

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-
- 3Point14 Consultants – Global Payments merchant account with a reserve balance of \$128,629.63.

Vehicles

The Temporary Receiver identified the following vehicles included as assets on the Receivership Defendants' Balance Sheets:

Vehicles Identified through QuickBooks

Company	Vehicle Description
ELH Consulting, LLC	Acura
ELH Consulting, LLC	BMW Wagon
ELH Consulting, LLC	Pantera
ELH Consulting, LLC	Skyline - Acura
ELH Consulting, LLC	Mustang
ELH Consulting, LLC	Race Car
ELH Consulting, LLC	Mercedes
Allied Corporate Connection	1997 BMW M3
Allied Corporate Connection	BMW 535
Allied Corporate Connection	ForeRunner
Allied Corporate Connection	Honda
Allied Corporate Connection	Mustang
Allied Corporate Connection	Trailer
Allied Corporate Connection	M3 Upgrades

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There were no vehicles registered in the Receivership Defendants' name. However, the Temporary Receiver identified the following vehicles registered to Holley or Lisa Miller utilizing AZ Department of Motor Vehicle records, Montana Department of Justice Motor Vehicle Division registrations, and Farmers Insurance records:

Vehicles Registered to Defendants

Name on Vehicle	Year	Make	Model	VIN #
Emory Lamorte Holley IV	2008	Honda	ATC Off Road	JH2AE03068K802741
Emory Lamorte Holley IV	2005	PACE	Trailer	4P2WB24265U062873
Emory Lamorte Holley IV	2006	Yamaha	Off Road	LBCA01Y560000961
Emory Lamorte Holley IV	1974	Deto	CP	THPNPU07313
Emory Lamorte Holley IV	2010	Ducati	Motorcycle	ZDM1YA CR2AB016417
Emory Lamorte Holley IV	2006	Kawasaki	ATV	JKA KXGDC36A005899
Emory Lamorte Holley IV	1985	Toyota	PU	JT4RN6OR1F5062531
Emory Lamorte Holley IV	2007	Pace	Trailer	4P2FB10157U082848
Emory Lamorte Holley IV	1998	Kawasaki	ATC Off Road	JKA KXVEC9W A020085
Emory Lamorte Holley IV	2008	Subari	SW	JE1GR89608L826941
Emory Lamorte Holley IV	1986	Honda	Motorcycle	JH2PC170GM000769
Emory Lamorte Holley IV	2007	Yamaha	ATV Off Road	JY4AA01347C022343
Emory Lamorte Holley IV	1965	Ford	2D HT	5R07A187856
Emory Lamorte Holley IV	2004	KTM	Motorcycle	VBKEXN4014M773887
Emory Lamorte Holley IV	2008	Yamaha	Motorcycle	5Y4AM16Y38A009391
Emory Lamorte Holley IV	2009	Polaris	ATV Off Road	4XA VA 17A39T004036
Emory Lamorte Holley IV	2006	Kawasaki	ATC Off Road	JKA KXGDC96A009391
Emory Lamorte Holley IV	2008	MERZ	Coupe	WDDEJ79X48A013809
Emory Lamorte Holley IV	1988	BMW	2DSD	WBAAA1302J8253677
Emory Lamorte Holley IV	2001	PORS	Coupe	WPOAB29931S685323
Emory Lamorte Holley IV	2000	Kawasaki	ATC Off Road	JKA KXVECKYA028912
Emory Lamorte Holley IV	2009	Yamaha	Motorcycle	JYA VP29389A000018
Emory Lamorte Holley IV	2007	BMW	4DSD	WBAHN83557DT68331
Emory Lamorte Holley IV	2007	Honda	ATC Off Road	JH2M310327M304394
Emory Lamorte Holley IV	2000	Toyota	CV	JTDFR3209Y0006647
Emory Lamorte Holley IV	2009	Polaris	ATV	4XA VA 17A99T003070
Emory Lamorte Holley IV	2002	EXPED	MHA	4UZA AHBV32CK55036
Emory Lamorte Holley IV	2004	Kawasaki	ATC Off Road	JKALXSA 104DA9199
Emory Lamorte Holley IV	1997	BMW	Coupe	WBSBG932XVEY74767
Emory Lamorte Holley IV	2004	MNNI	2DHB	WMW RE334X4TD89758
Emory Lamorte Holley IV	1998	BMW	540 I 4D	WBADE5327WBV93444
Emory Lamorte Holley IV	2000	BMW	540 IT SW	WBADR6343YGN91546
Emory Lamorte Holley IV	2007	Nissan	GTR	NM6A W001044400155
Lisa Miller	2005	Chrysler	4DSW	3C4FT58B35T530383
Lisa Miller	1995	Nissan	3DSW	4N2DN11W7SD850549
Lisa Miller	2004	Toyota	MR2 Spyder Conv	JTDFR320140067839

Additional analysis by the Temporary Receiver is required to trace and determine the source of funds used to purchase the vehicles identified above.

Forced Performance, LLC

Chase notified the Temporary Receiver of the existence of a business checking account ending in 8290 in the name of Forced Performance, LLC ("Forced"), for which Holley was the authorized signatory. Chase indicated the account balance as of October 26, 2012 was \$13,862.92.

The Temporary Receiver identified several payments and transfers to Forced from the Receivership Defendants' bank accounts. The Temporary Receiver believes Forced is a motor vehicle entity operated by Holley through funds provided by the Receivership Defendants. Additional analysis by the Temporary Receiver is required to trace the source of the funds deposited into the Forced bank account.

5. Current Status of Receivership Defendants' Business Operations

Servers, Computers, Customer Data Base and Telephone System

As noted in Section 3.1 above, the IT technicians isolated, secured, and prevented any onsite or remote access to the Receivership Defendants' servers, computers, telephone system and customer database. The IT technicians preserved and imaged the servers and computers identified at the business premises. On October 26, 2012, the servers, computers, telephone system and customer data base was reassembled by the IT technicians and are currently in working order.

The Temporary Receiver worked closely with the Receivership Defendants' internal IT person to ensure that the Receivership Defendants' customer database was accessible and operable. The Receivership Defendants' systems are operational. Additionally, the Receivership Defendants' telephone lines are operational and an outgoing message to customers was recorded informing customers that the Receivership Defendants were currently unavailable.

Business Operations Delay

The Temporary Receiver supervised the rescheduling of customer appointments performed by customer service representatives. The pending customer appointments scheduled for Wednesday, October 24, 2012 through Friday, November 2, 2012 were contacted and rescheduled on dates beyond the TRO expiration of November 5, 2012.

Property Insurance

The Temporary Receiver identified an American Family Insurance general liability and property coverage policy related to the 2655 W. Guadalupe business premises. The Temporary Receiver contacted the agent and was informed the policy was not renewed on August 12, 2012 due to non-payment. The Temporary Receiver intends to obtain a quote from the agent to reinstate the policy.

Accounting Records

As noted in Section 3.3 above, Holley provided the Temporary Receiver with QuickBooks back up accounting files for ELH, Purchase and Allied. However, the accounting records which are commonly maintained onsite for a business operation were not located at the offices of the Receivership Defendants, but allegedly at the personal residence of Holley and Lisa Miller.

On October 26, 2012 the Temporary Receiver, through counsel submitted a document request list to legal counsel to be provided to Receivership Defendants, as well as Holley and Miller, seeking the following accounting records: all accounting records including bank statements, deposit receipts, vendor invoices, cancelled checks, and payroll records for all Receivership Defendants, tax returns prepared for the Receivership Defendants, Holley and Lisa Miller,

contracts between Receivership Defendants and third parties, employment manuals including telemarketer and customer service telephone scripts and contact information for Debra LaPage and an accounting of any monies due from any entity she may own or control related to unpaid services provided by the Receivership Defendants. The Temporary Receiver's request was not complied with and no accounting records were provided to the Temporary Receiver.

6. Overview of the Receivership Defendants' Operations

The Temporary Receiver has observed that the Receivership Defendants market their services to consumers through outward bound telemarketing calls. They also market their programs via the internet on several websites. The Receivership Defendants utilize telemarketers (fronters/qualifiers and closers), unlicensed financial planners/advisors/specialists and customer service personnel to interface with the consumers.

The employees responsible for screening candidates for the Receivership Defendants' services (known as fronters and qualifiers) would tell people who apparently qualified for the program that they could receive "fixed interest rates AS LOW AS 5%" as indicated on the Qualifier Script attached as **Exhibit 1**. The Temporary Receiver was informed by employees of the Receivership Defendants that customers are guaranteed savings of at least \$2,500. On Purchase's website, the following guarantee is made:

*"The client(s) hereby acknowledge the product: software and services rendered by PPS. PPS will show me a minimum savings of \$2,500.00 on the analysis within 90 days of receiving my forms filled out accurately."*³

The documents analyzed by the Temporary Receiver were consistent in identifying that customers of the Receivership Defendant believed that they were signing up for a service that would lower their interest rates and save them at least \$2,500. The Temporary Receiver verified that customers were charged an upfront fee ranging from approximately \$500 to \$999. The Temporary Receiver noted that the fees were charged prior to any products and services being received by the customers.

The documents analyzed by the Temporary Receiver that related to the guaranteed minimum savings of \$2,500 did not appear to represent interest rate reduction savings. The Receivership Defendants' calculation appeared to be based upon a savings in interest charges for paying balances off sooner at the customers' current interest rate. The Temporary Receiver noted that the Receivership Defendants' debt analysis fails to consider the customer's sources of income and ability to pay the proposed monthly payments.

Misleading Telemarketing Scripts

The Temporary Receiver identified misleading telemarketer scripts within the various office areas of the Receivership Defendant. These scripts are attached at **Exhibit 1** and include the following:

³ See www.purchasepowersolutions.inc.com/guarantee.html.

-
- *“The reason we are able to do this is the leverage we have established with your credit card companies. Because we have been in business for as long as we have, and because we work with so many credit card companies on a daily basis, it gives us a much higher negotiating power than the average credit card holder.”*

The Temporary Receiver was informed by the employees of the Receivership Defendants that it has no special relationship with the credit card companies, despite that the Receivership Defendants’ claim:

- *We provide you with a guarantee to cut all your rates by at least half and we also guarantee to save you more than the cost of the program in the first six months, otherwise you will be issued a full refund.”*
- *“...Due to the dramatic reduction of your interest, your payments will be cut by half of what you are paying now. So, write down, ‘cut payments in half.’”*

The Receivership Defendants also make claims that the consumer will not incur any out-of-pocket expense, as described below:

- *“This service is actually set up to be a no out-of-pocket expense to you. Just grab a pen and piece of paper, and I’ll give you all the details...”*

The Temporary Receiver verified that customers typically paid \$998 for the services offered by the Receivership Defendant.

High Pressure Sales Tactics

Telemarketers are told *“Remember to stay on script word for word!! Do not add anything extra to the script ever!!!”* The Temporary Receiver observed that the Receivership Defendants provide its telemarketers with high pressure sales scripts as follows:

Example 1:

“If they still don’t want to give card out

I can understand how you feel. Many of our clients felt the same way until they found out about the Consumer Protection Act ... Have you heard of it? Well, if you’ve filled out a credit card application since 1986 then, it was on there. The act was passed by Congress to protect people like you from lost or stolen cards and from fraud in the telephone or mail order business. Any unauthorized or misrepresented use of your credit card number means you will not be held responsible for that charge. That’s FEDERAL LAW. All we want you to do is put your trust with your credit card company and give us the chance to help you. Is that fair enough? Now your account number should begin with a 4 or a 5.”

Example 2:

“Skepticism – Last ditch effort

In the time that I have been with the company, I’ve never had one client receive the information, call me back and tell me that they did not want the lower rates. So again, I just need to verify a Visa, Mastercard, or AmericanExpress ... which will you be using?”⁴

BBB Ratings and Related Misrepresentations

The Temporary Receiver identified telemarketer scripts that mislead customers regarding the Receivership Defendants’ standing and relationship with the BBB. Furthermore, the Temporary Receiver identified numerous file cabinet draws containing BBB complaints.

“How do I know you are a legitimate company

Our customer service has been helping people to obtain lower rates for years. We are rated with the Better Business Bureau and have all necessary licenses to practice debt reduction. Does that make sense?”

According to Koriann Morales, Vice President of Services for the Phoenix BBB, Purchase has an “F” rating. Among the reasons for the “F” rating were the high volume of consumer complaints against Purchase for the length of time the business has been operating, the number of serious complaints, and the length of time that Purchase has taken to resolve complaints.⁵

Customer Complaints

The Temporary Receiver identified numerous letters and complaints from the BBB to the Receivership Defendants regarding consumer complaints. According to the Phoenix BBB, claimants claim that Purchase offers to obtain lower interest credit card rates, but the company does not provide the services it promises in the sales pitch and that consumers paid for up front. Claimants state that Purchase offers a minimum savings of \$2,500 with conditions that are confusing and difficult to carry out. Although Purchase advertises that consumers will receive a full refund if they do not save money, consumers state that it is difficult to obtain a refund, and in many cases, they are unable to receive a refund at all.⁶

The Temporary Receiver also identified several complaints filed against the Receivership Defendants with Attorney General offices, including but not limited to offices in the following states: Arizona, California, Illinois, Indiana, Michigan and Ohio, See **Exhibit 2**. The Temporary Receiver noted other actions filed against the Receivership Defendants⁷ and numerous letters sent by lawyers, demanding refunds from the Receivership Defendants as included in **Exhibit 3**.

⁴ See various scripts and training materials attached as **Exhibit 1**.

⁵ TRO Exhibit 4, page 7, Declaration of Koriann Morales.

⁶ TRO Exhibit 4, page 8, Declaration of Koriann Morales.

⁷ Declaration of Eleanor Durham, page 5.

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The Temporary Receiver identified numerous Receivership Defendant responses to complaints made to the BBB. The Temporary Receiver noted that the Receivership Defendants would commonly claim two defenses: 1) the customer realized the guaranteed savings amount of \$2,500 and 2) that no credit was due to the customer because he/she “has not returned the software within the thirty day time frame allotted” by the cancellation policies.

The Temporary Receiver observed the following comments from customers disputing the Receivership Defendants’ fees and who filed complaints:

- *“Please help at no time did I say I wanted to sign up. I never heard that I was entering into a verbal contract with a non refundable fee of \$998.” See **Exhibit 4**.*
- *“After speaking with the ‘the financial advisor,’ I was informed that I would have to close my credit card accounts to get lower interest rates. This completely contradicts what the original salesman told me.” See **Exhibit 4**.*
- *“Purchase Power Solutions Company charged \$998 to my credit card company for software program that was confusing and made a telephone call requiring me to accept the terms that I could not hear and did not fully understand what I was getting into. I don’t even have a computer. I don’t remember even ordering the product, I am 88 years old, hard of hearing and felt the company took advantage of me. I may have received a disk, but other than that I did not receive any services from this company and did not understand that the disk was a computer program. This charge increased my credit card debt and has caused me great anxiety.” See **Exhibit 4**.*
- *“Given the assurances provided to me on the phone the company PPS, was committed to secure lower interest rates on my debt, that is my consumer debt of credit cards. It was to save us at least \$2,500 per year on the debt costs. I was assured that my credit card charge could be reimbursed after reviewing the material they would send FedEx. After receiving the documentation I was not inclined to pursue using the service of PPS.” See **Exhibit 4**.*
- *“The promise on the phone solicitation was: I would be able to save money on my credit card debt interest rates, at least 50%, and given my debt amount would save \$2,500 per year guaranteed.” See **Exhibit 4**.*

The Temporary Receiver identified complaints from customers who claimed they should not have received any telemarketing calls from the Receivership Defendants because of their National DO NOT CALL registry. Examples of consumers on the National DO NOT CALL registry who were solicited by the Receivership Defendants are attached as **Exhibit 5**.

Customer Refunds

The Temporary Receiver identified customer refunds recorded in the Receivership Defendants’ accounting system. Additionally, the Temporary Receiver noted merchant charge backs and customer account notations that refunds had been processed by the Receivership Defendants. **Exhibit 6** contains examples of notes indicating “chargebacks” and “refunds” to customers.

7. Value of all Liquidated and Unliquidated Receivership Defendants' Assets

The Temporary Receiver noted the QuickBooks data file reported the following balance sheet asset values: ELH \$214,526; Purchase \$16,931; and Allied (\$25,018).

8. Receivership Defendants' Liabilities

The Temporary Receiver identified liabilities relating to the Receivership Defendants' landlord and employees. According to Page CRS, the Receivership Defendants owe \$12,133.50 (including rent due on November 1st) to Carriage Lane Plaza. The Temporary Receiver utilized the employee questionnaires to calculate approximately \$32,220.00 in wages owed to employees for the period October 15, 2012 through October 26, 2012.

The Temporary Receiver noted the QuickBooks data file reported the following balance sheet liability values: ELH \$16,155; Purchase \$27,154; and Allied \$6,589.

9. Other Findings

9.1. Failure to Safeguard Sensitive Customer Information

After the chain of custody was established at the business premises, the Temporary Receiver became aware that consumer's personal and private information were readily accessible for viewing to employees and individuals within the business premises. This is a direct infringement of the FTC's Trade Regulation Rule entitled Telemarketing Sales Rule ("TSR"), 16 C.F.R. Part 314. The Rule states that all consumer information must be safeguarded against unauthorized access or use to ensure the security and integrity of such information.

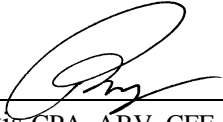
9.2. Unregistered Telemarketing

The Temporary Receiver found documentation supporting claims that the Receivership Defendants were making telephone solicitations to states where they were not registered agents. See **Exhibit 7**.

10. Temporary Receiver's Assessment of Continued Operations

The Temporary Receiver determined that the continuation of the operations of the Receivership Defendants would require the Temporary Receiver to condone the telemarketing activity (as described above) of the Receivership Defendants and also aid and abet the likely illegal telemarketing activity of others, by continuing to provide customer service to customers of other telemarketing operations. Both of these business activities are in direct violation of the TRO.

Peter S. Davis, as Temporary Receiver
FTC v. ELH Consulting, LLC, et. al.



Peter S. Davis CPA, ABV, CFF, CIRA, CTP, CFE
Temporary Receiver

10/31/12

Date



PETER S. DAVIS CPA, ABV, CFF, CIRA, CTP, CFE

EDUCATION AND TRAINING

Federal Bureau of Investigation Citizens' Academy, 2004

Master of Business Administration, Arizona State University, 2001

Bachelor of Science in Accounting, Loyola Marymount University, 1991

Minor in Political Science, Loyola Marymount University, 1991

Numerous technical training courses on subjects including damages, valuation, fraud detection, fraud deterrence, accounting, finance and economics

PROFESSIONAL DESIGNATIONS

Certified Public Accountant, State of Arizona,¹ 1995

Certified Public Accountant, State of Oregon,² 2012

Accredited in Business Valuation, 2005

Certified in Financial Forensics, 2008

Certified Insolvency and Restructuring Advisor, 2005

Certified Turnaround Professional, 2012

Certified Fraud Examiner, 1998

PROFESSIONAL ORGANIZATIONS

American Bankruptcy Institute, Member

American Bar Association, Associate Member

American Institute of Certified Public Accountants, Member

Arizona Society of Certified Public Accountants, Member

Association of Certified Fraud Examiners, Member

Association of Certified Fraud Examiners, Arizona Chapter, Member

Association of Insolvency and Restructuring Advisors, Member

Turnaround Management Association, Member

¹ Peter S. Davis is a licensed CPA in Arizona. Neither Peter S. Davis nor Simon Consulting, LLC provide audit or review services.

² Peter S. Davis is a licensed CPA in Oregon. Neither Peter S. Davis nor Simon Consulting, LLC provide audit or review services.



PETER S. DAVIS CPA, ABV, CFF, CIRA, CTP, CFE

COURT APPOINTMENTS

Federal Trade Commission v ELH Consulting LLC, et al.; United States District Court of Arizona; Receiver, 2012

Laflin, et al. v TLR Group LLC, et al.; Maricopa County Superior Court; Special Master, 2012

Crane v Crane; Maricopa County Superior Court; Tax Practitioner, 2012

Securities and Exchange Commission v Poirier, et al.; United States District Court of Arizona; Distribution Agent, 2012

Golden State Bank v Sean Brunske (dba Travel Inn); Maricopa County Superior Court; Receiver, 2011

In the Matter of the Estate of Aida M. Vavro, Deceased; Maricopa County Superior Court; Third Party Successor Trustee, 2011

Klemp v AZ Wine Outlet Party Rentals and Appliances #1 LLP, et al.; Maricopa County Superior Court; Receiver, 2011

Two Brothers XI Inc., Debtor, et al.; United States Bankruptcy Court, District of Arizona; Chapter 11 Examiner, 2011

Lohoff v Lohoff; Maricopa County Superior Court; Business Evaluator, 2011

Cedar Unified School District; Arizona State Board of Education; Receiver, 2011

McMaster v Master Block Inc, et al.; Maricopa County Superior Court; Receiver, 2011

Bank of America NA v Estrella Mountain Dentistry PLLC, et al.; Maricopa County Superior Court; Receiver, 2011

Babcock v Babcock; Maricopa County Superior Court; Family Law Master, 2011

Wenima Development LLC v Wenima Village LP, et al.; Apache County Superior Court; Receiver, 2010

Marino v Focus Home Therapy & Medical Services LLC, et al.; Maricopa County Superior Court; Receiver, 2010

First Fidelity Bank NA v TL Qik Stop Market Inc.; Maricopa County Superior Court; Receiver, 2010

National Bank of Arizona NA v Rock Hard Designs Inc.; Maricopa County Superior Court; Receiver, 2010

Waldren v Allen, et al.; Maricopa County Superior Court; Special Master, 2010

Tung v US Mental Math Federation Inc., et al.; Maricopa County Superior Court; Receiver, 2010

First Citizens Bank & Trust Company v Terra Villa Estates LLC, et al.; Maricopa County Superior Court; Receiver, 2010



PETER S. DAVIS CPA, ABV, CFF, CIRA, CTP, CFE

COURT APPOINTMENTS (Continued)

JPMorgan Chase Bank NA v Hutchinson's Furniture of Lake Havasu City Inc., et al.; Mohave County Superior Court; Receiver, 2010

First Financial Bank NA v Mesa Auto X-Change Inc., et al.; Maricopa County Superior Court; Receiver, 2010

US Bank NA v Educational Facilities Acquisition LLC; Maricopa County Superior Court; Receiver, 2010

Vega v Macias, et al.; Maricopa County Superior Court; Rule 53 Special Master, 2010

Securities and Exchange Commission v McMillan; United States District Court of Arizona; Distribution Agent, 2010

Midfirst Bank v Alba Investment Group LLC, et al.; Maricopa County Superior Court; Receiver, 2009

Heights Village LLC v Noodles Development LP; Maricopa County Superior Court; Receiver, 2009

Odom, et al. v Andrews, et al.; Maricopa County Superior Court; Receiver, 2009

First Regional Bank v Casa Real Apartments LLC; Maricopa County Superior Court; Receiver, 2009

Fortune, et al. v Hoover, et al.; Mohave County Superior Court; Receiver, 2009

Stradling v Grant, et al.; Maricopa County Superior Court; Temporary Receiver, 2009

Steri-Lube International Ltd.; Maricopa County Superior Court; Receiver, 2009

Sturman v Adamson, et al.; Maricopa County Superior Court; Special Master, 2009

KeyBank NA v Power Marine Sales Inc., et al.; Maricopa County Superior Court; Receiver, 2009

Wells Fargo Bank NA v Vega, Pratt, et al.; Maricopa County Superior Court; Receiver, 2009

Sherk v Wenrick, TGR Properties LLC; Maricopa County Superior Court; Receiver, 2008

Prestige Window Cleaning Inc., et al.; Maricopa County Superior Court; Receiver, 2008

M&I Marshall & Ilsley Bank v Namwest-Pinnacle Peak & 7th Avenue LLC; Maricopa County Superior Court; Receiver, 2008

M&I Marshall & Ilsley Bank v Namwest-67th Avenue & I-10 LLC; Maricopa County Superior Court; Receiver, 2008

M&I Marshall & Ilsley Bank v 67th & Glendale LLC; Maricopa County Superior Court; Receiver, 2008

Cook v Cook; Maricopa County Superior Court; Certified Tax Practitioner, 2008



PETER S. DAVIS CPA, ABV, CFF, CIRA, CTP, CFE

COURT APPOINTMENTS (Continued)

Aracaju Inc., Gwilliam v True North Inc., Gwilliam; Maricopa County Superior Court; Receiver, 2008

Four Horsemen LLC, et al. v Coram Deo Partners Inc., et al.; Maricopa County Superior Court; Rule 53 Special Master and Receiver, 2007

Wiggins v Kremer, et al.; Maricopa County Superior Court; Court Appointed Accountant, 2007

Lugar v Spanfelner, Advanced Pump and Controls Inc.; Maricopa County Superior Court; Court Appointed Accountant, 2007

Kaar v Gildersleeve, Pipkin, Byron, Dental Impressions Family Dentistry LLC, Advanced Family Dentistry LLC; Maricopa County Superior Court; Rule 53 Special Master, 2007

Arizona Corporation Commission v The 12 Percent Fund I LLC, Coyote Growth Management LLC; Maricopa County Superior Court; Receiver, 2007

Union Elementary School District; Arizona State Board of Education; Receiver, 2007

Garcia v Young; Maricopa County Superior Court; Court Appointed Accountant, 2007

Jones v K&L Furniture, et al.; Pinal County Superior Court; Receiver, 2007

Arizona Corporation Commission v Trend Management Group Inc., Trend Capital LLC; Maricopa County Superior Court; Receiver, 2006

Drexler v Ray, Creative Fine Dining LLC; Maricopa County Superior Court; Rule 53 Special Master, 2006

Jones, Dirt 101 LLC, Access 101 LLC v Myers, KJK Management Inc.; Maricopa County Superior Court; Receiver, 2006

White-DiGiuseppe v DiGiuseppe; Maricopa County Superior Court; Forensic Accountant, 2006

Global Grounds Greenery LLC, Debtor, et al.; United States Bankruptcy Court, District of Arizona; Estate Representative, 2006

Gates-04 LLC, et al. v ENTI Inc., et al.; Maricopa County Superior Court; Receiver, 2006

Colorado City Unified School District; Arizona State Board of Education; Receiver, 2005

JM Financial Capital LLC v Olcott & Cannon, PLLC; Maricopa County Superior Court; Deputy Receiver, 2005

Flores v Martinez; Pinal County Superior Court; Business Appraiser, 2005

Jones v Jones; Maricopa County Superior Court; Rule 53 Special Master and Receiver, 2005

Normand v Normand; Maricopa County Superior Court; Rule 53 Special Master and Receiver, 2005

Tartaglio v Tartaglio; Maricopa County Superior Court; Forensic Accountant, 2005



PETER S. DAVIS CPA, ABV, CFF, CIRA, CTP, CFE

COURT APPOINTMENTS (Continued)

Miller Revocable Family Trust; Maricopa County Superior Court; Rule 53 Special Master, 2004
Will, Debtor, et al.; United States Bankruptcy Court, District of Arizona; Plan Agent, 2003
Fox v Brown; Maricopa County Superior Court; Forensic Accountant, 2002

COURT APPOINTMENTS (Continued)

Klass v Mothershead; Maricopa County Superior Court; Forensic Accountant, 2002
Sikorsky v Sikorsky; Maricopa County Superior Court; Rule 53 Special Master, 2002
Lever v Lever; Maricopa County Superior Court; Rule 53 Special Master, 2001
DCS v Buttrum; Maricopa County Superior Court; Rule 53 Special Master, 2001

BOARD OF DIRECTORS APPOINTMENTS

Guyann Corporation; Board of Directors; 2012
Three-Five Systems Inc.; Board of Directors; 2006

TESTIMONY EXPERIENCE

Enterprise Bank & Trust v Saad, et al.; Maricopa County Superior Court; Testimony, 2012
Two Brothers XI Inc., Debtor, et al.; United States Bankruptcy Court, District of Arizona; Testimony, 2012
State Farm v Stone, et al.; Maricopa County Superior Court; Testimony, 2012
Lohoff v Lohoff; Maricopa County Superior Court; Testimony, 2012
Field v Field; Maricopa County Superior Court; Testimony, 2012
Bennett, Debtor; United States Bankruptcy Court, District of Arizona; Testimony, 2011
Film Management Services Corporation, Debtor; United States Bankruptcy Court, District of Arizona; Testimony, 2011
In the Matter of the Estate of T. Marie Smith, Deceased; Smith v Del Giorgio; Coconino County Superior Court; Testimony, 2011
Stradling v Grant, et al.; Maricopa County Superior Court; Testimony, 2011
Greenbelt Property Management LLC, Debtor, v Transnation Title Insurance Company; United States Bankruptcy Court, District of Arizona; Testimony, 2011
McMaster v Master Block Inc, et al.; Maricopa County Superior Court; Testimony, 2011



PETER S. DAVIS CPA, ABV, CFF, CIRA, CTP, CFE

TESTIMONY EXPERIENCE (Continued)

Bank of America NA v Estrella Mountain Dentistry PLLC, et al.; Maricopa County Superior Court; Testimony, 2011

In the Matter of a Member of the State Bar of Arizona, Robert J. Rosepink; Supreme Court of Arizona; Testimony, 2010

Fortune, et al. v Hoover, et al.; Mohave County Superior Court; Arbitration Testimony, 2010

Marrero, et al. v Empyrean Construction LLC, et al.; Maricopa County Superior Court; Testimony, 2010

Maasen v Maasen; Maricopa County Superior Court; Testimony, 2010

Happy State Bank v Desert Springs Community Corporation, et al.; District Court of Clark County, Nevada; Testimony, 2010

Ravenscroft Conservatorship; Maricopa County Superior Court; Testimony, 2010

Batlan as Disbursing Agent for Debtor Thompson & Walters Nursery LLC v WT Consulting Inc., et al.; United States Bankruptcy Court, District of Oregon; Testimony, 2010

Midfirst Bank v Alba Investment Group LLC, et al.; Maricopa County Superior Court; Testimony, 2010

Odom, et al. v Andrews, et al.; Maricopa County Superior Court; Testimony, 2009

Cochise Agricultural Properties LLC, et al. v Ratliff Farms LLC, et al.; United States Bankruptcy Court, District of Arizona; Testimony, 2009

Leroy v Seattle Funding Group of Arizona LLC, et al.; Maricopa County Superior Court; Testimony, 2009

Sprous v Sprous; Maricopa County Superior Court; Testimony, 2009

KeyBank NA v Power Marine Sales Inc., et al.; Maricopa County Superior Court; Testimony, 2009

Sherk v Wenrick, TGR Properties LLC; Maricopa County Superior Court; Testimony, 2009

Arizona Corporation Commission v Trend Management Group, Inc., et al.; Maricopa County Superior Court; Testimony, 2009

Lucerne Development LLC v Offices at Desert Fairways Unit Owners Association, et al.; Maricopa County Superior Court; Testimony, 2008 and 2009

Allen v Gwilliam; Maricopa County Superior Court; Testimony, 2008

State of Arizona v Galyon, et al.; Maricopa County Superior Court; Grand Jury Testimony, 2008

Aracaju Inc., Gwilliam v True North Inc., Gwilliam; Maricopa County Superior Court; Testimony, 2008 and 2009



PETER S. DAVIS CPA, ABV, CFF, CIRA, CTP, CFE

TESTIMONY EXPERIENCE (Continued)

State of Arizona v Herndon; Maricopa County Superior Court; Testimony, 2008

Molina v Molina; Maricopa County Superior Court; Testimony, 2008

Drexler v Ray, Creative Fine Dining LLC; Maricopa County Superior Court; Testimony, 2007

Flores v Martinez; Pinal County Superior Court; Testimony, 2007

Global Grounds Greenery LLC, Debtor, et al.; United States Bankruptcy Court, District of Arizona; Testimony, 2006, 2007, and 2008

Gates-04 LLC, et al. v ENTI Inc., et al.; Maricopa County Superior Court; Testimony, 2006 and 2007

Garcia v Young; Maricopa County Superior Court; Testimony, 2007

Primary Systems Services Group LLC v Clayjen Holding Co. LLC, et al.; Coconino County Superior Court; Testimony, 2007

Hydromaid International Inc., Debtor; United States Bankruptcy Court, District of Arizona; 341 Hearing Testimony, 2007

Kaar v Gildersleeve, et al.; Maricopa County Superior Court; Testimony, 2007

Everett, Debtor; United States Bankruptcy Court, District of Arizona; Testimony, 2007

White-DiGiuseppe v DiGiuseppe; Maricopa County Superior Court; Testimony, 2007

Patchell v Patchell; Maricopa County Superior Court; Testimony, 2007

Romano v The Corner Shopping Center LLC, et al.; Maricopa County Superior Court; Testimony, 2006

Jones, Dirt 101 LLC, Access 101 LLC v Myers, KJK Management Inc.; American Arbitration Association; Testimony, 2006

Cohill's Building Specialties Inc. v QC Construction Products LLC; US District Court, District of Arizona; Testimony, 2006

Miller Revocable Family Trust; Maricopa County Superior Court; Testimony, 2006

Colorado City Unified School District Receivership; Arizona Senate; Committee on Appropriations, Committee on K-12 Education; Testimony, 2006

Colorado City Unified School District Receivership; Arizona House of Representatives, Committee on Appropriations (B), Committee on K-12 Education; Testimony, 2006

JM Financial Capital LLC v Olcott & Cannon, PLLC; Maricopa County Superior Court; Testimony, 2006

Dusharm v Elegant Custom Homes Inc.; United States Bankruptcy Court, District of Arizona; Testimony, 2006



PETER S. DAVIS CPA, ABV, CFF, CIRA, CTP, CFE

TESTIMONY EXPERIENCE (Continued)

Colorado City Unified School District Receivership; Arizona State Board of Education; Testimony, 2006

Saddle Rock Ranch, et al. v Burke; American Arbitration Association; Testimony, 2005

Strawberry Water Company Inc. v Paulsen et al; Maricopa County Superior Court; Testimony, 2005

Tartaglio v Tartaglio; Maricopa County Superior Court; Testimony, 2005

Park v Park; Maricopa County Superior Court; Testimony, 2005 and 2004

Adams v Schering-Plough; US District Court, District of Arizona; Testimony, 2005

Blakemore v Blakemore; Maricopa County Superior Court; Testimony, 2004

Miller v Young; Maricopa County Superior Court; Testimony, 2003

Fox v Brown; Maricopa County Superior Court; Testimony, 2003

Bentley v Bentley; Maricopa County Superior Court; Testimony, 2003

Southwest Designs v Aqua Perfect; Maricopa County Superior Court; Testimony, 2003

Mendoza v Mungillo; Maricopa County Superior Court; Testimony, 2002

Parmelee v Parmelee; Maricopa County Superior Court; Testimony, 2002

Cooper v Martin; Maricopa County Superior Court; Testimony, 2002

Wenzel Matter; US District Court, District of Arizona; Testimony, 1999

Hard Rock Café v Camelback Plaza; Maricopa County Superior Court; Testimony, 1999

Qualifier Script
Read WORD FOR WORD

Hello _____? This is _____ with Purchase Power Solutions calling in regards to your Visa and MasterCard accounts. There are no problems. As you may be aware, the Federal Reserve has recently lowered interest rates. Due to your status as an account holder, you should qualify for fixed interest rates **AS LOW AS 5%**. I just have to verify 4 Quick Yes or No questions to see if you still qualify.

1. Do you owe **AT LEAST 7k** on all of your credit cards combined?
2. Are most of your interest rates currently above 10%?
3. Are you current on all of your credit card payments? (**MUST HAVE ONE CARD THAT THEY CAN STILL BUY THINGS WITH**) [If not, go to LOP script]
4. Do you feel it will take you at least 12 months or more to pay off all of your credit card debt?

Great, according to this information, you do qualify. I'm going to transfer your information to an account specialist. Just so they have an idea, just a quick ballpark figure, how much do you feel that you owe, 10k, 20k, 30k... where are you at?

Also, what is your average rate? 10-15% or higher like 18-20%?

Ok great, that's all I need at this point. Please expect a call back shortly. The call does not take long, this is all very simple. So, please have a pen and paper handy to take down some important information. Thank you for your time and I hope we are able to make things easier!

Definition of a “Qualified Lead”

Some who **Owes 7k or more**, has an Interest Rate of **10% or higher** and is **Available Today**.

Does Not Qualify if ...

- They do not understand or speak clear English
- They insist we send everything in the mail
- They do not know how much they owe (or interest rate)
- They are giving you a hard time on simple questions
- If they are in Debt Consolidation, Bankruptcies, CCCS, and Debt Counseling already.... NOT QUALIFIED

Things Not To Say!!

- We work for visa and mastercard
- This is a complimentary service
- There is no fee/charge for our service

Things that you should say!!

- I am just the qualifier Sir/Mam once the account specialist calls you back they will answer all your questions for you. I don't want to mislead you. (Go right back to script)

Remember to stay on script word for word !!

Do not add anything extra to the script
EVER!!

If they don't want a call back within the hour ...

1. You must say that we will call back within the hour anyway and the customer has to schedule a better time with the account specialist ... If the qualified lead is ok with that, proceed to put them through.
2. If they cant take call the same day you must put through as unavailable.

CLOSER SCRIPT

Hello, <Customer Name>? This is [REDACTED] with Purchase Power Solutions, calling in regards to your current credit card accounts. I'm the specialist that was assigned to call you back to lower ALL of you current interest rates. If your Credit Card interest rates were cut in half, Would that help you?

Just go ahead and grab a pen and a piece of paper and I'll give you all the details.

First write my name down, its [REDACTED] and again I'm with Purchase Power Solutions.

1. Now it shows here that you owe roughly [REDACTED] thousand dollars on ALL of your unsecured debt combined, is that correct?
2. And Are you still current on all of your payments?
3. Great, and I see here some of your rates are as high as [REDACTED], Correct?

The reason for my call... You have been current on your payments now for over 24 months. You have qualified for a Fixed Low Rate program available for all your major credit card accounts. Your accounts will all remain the same, this just allows you to receive interest rates that are half what you are currently paying. This will help you do a few things that are pretty important, so please just take a few notes as I go...

1. First off, Due to the dramatic reduction of your interest, your payments will be cut by half of what you are paying now. So, write down "*cut payments in half*."
2. Also, In your case, ^{with} ~~which~~ as much as you owe, you'll actually be saving at least [REDACTED] per year in finance charges, So jot down "SAVE [REDACTED] PER YEAR"
3. This means that by the time you pay your accounts in full, you have saved almost [REDACTED] in finance charges and payments. So jot that down as your "TOTAL SAVINGS"
4. Finally, unlike Debt Consolidation and Credit Counseling this doesn't have any negative effects to your credit. We specifically contacted you because of your good credit and payment history. So please write down "no negative effects."



5. How can you lower my rates

The reason we are able to do this is the leverage we have established with your credit card companies. Because we have been in business for as long as we have, and because we work with so many credit card companies on a daily basis, it gives us a much higher negotiating power than the average credit card holder. Also because you have maintained good payment history and credit history it allows you to qualify. If your bank was unwilling to negotiate a lower rate, then we would give you access to one of a dozen different banks that we work with on a daily basis... **They would be more than happy to give you a lower rate.** Your credit card companies are losing so much business to debt consolidation companies and bankruptcy that they will lower your interest rates if they might lose your business. Does that make sense?

6. I don't like to give my card out

I can understand that. Keep in mind that's it not mandatory you do this. You don't have to claim the lower rates. It's just that when your paper work came across my desk showing that you might have already turned this down once in the past, it just didn't make sense that someone in your situation who is spending such large amounts in interests fees, but you don't want lower rates?

7. If they still don't want to give card out

I can understand how you feel. Many of our clients felt the same way until they found out about the Consumer Protection Act...Have you heard of it? Well, if you've filled out a credit card application since 1986 then, it was on there. The act was passed by Congress to protect people like you from lost or stolen cards and from fraud in the telephone or mail order business. Any unauthorized or misrepresented use of your credit card number means you will not be held responsible for that charge. That's FEDERAL LAW. All we want you do is put your trust with your credit card company and give us the chance to help you. Is that fair enough? Now your account number should begin with a 4 or a 5.

8. I don't want to pay \$995.00

I can understand that. I am sure \$995.00 may seem like a large amount of money at first. However, with your interest rates as high as they are...you are spending a lot more than that right now every few months in interest fees. That's why our program comes with a full money back guarantee. If you don't save a minimum of \$2500.00 by using our service, you will be completely refunded. This ensures that the program pays for itself. This way the program will either work for you, so you are never in a position to get stuck paying for it. Does that make sense? Great now go ahead and locate either a Visa or MasterCard. I'll hold.

9. I've done this before and it didn't work

I can understand that, but there are a lot of companies that try to replicate our service and unfortunately do it unsuccessfully. We provide you with a full money back guarantee, so I would not be speaking with you today if it wasn't going to work for you. Does that make sense?

10. How can you cut my payments in half

We are not actually cutting your payments for you; it's just a result of the lower rate. When the interest rates drop, your finance charges will drastically be reduced and that results in a lower payment. Does that make sense?

11. Is this service guaranteed

We provide you with a guarantee to cut all your rates by at least half and we also guarantee to save you more than the cost of the program in the first six months, otherwise you will be issued a full refund.

12. Can't I do this on my own

You could certainly try, but if you have ever asked for a lower rate in the past, I am sure you realize that credit card companies are a business themselves and are out to make money by keeping you at the highest rate possible. The fact that you currently have higher balances with your credit card companies cripples your ability to negotiate with them. That's why we are here to get the lower rates for you. Does that make sense?

13. Does this affect my credit

This program has no negative effects on your credit report. The reason you qualify for this is because you still have pretty good credit and we definitely look to preserve that. But keep in mind, because you will be paying the debt off faster, your debt to income ratio will improve and your credit score should actually go up. Does that make sense?

14. How do I know you are a legitimate company

Our customer service has been helping people to obtain lower rates for years. We are rated with the Better Business Bureau and have all necessary licenses to practice debt reduction. Does that make sense?

15. Are you registered with the B. B. B.

A company can actually pay them to increase their rating and our company does not actually participate in those fees. If you carefully look at the BBB report, you will notice that we have ZERO UNRESOLVED complaints in the last 7 years. If a company ever has complaints listed that have not been resolved, then that should raise a red flag to you immediately. Again, ANY complaint ever filed against us has been resolved, meaning that anyone who ever requested a refund due to the guarantee has received it.

16. Why do I have to pay a fee

The fee for the program covers all of our costs for providing the service. Even though you may feel the \$998.00 is a lot of money, you are actually spending a lot more than that right now in finance charges and interest fees that will be eliminated once we lower your rates for you. Do you understand how that works?

17. Where did you get my information

We receive information on cardholders who have inquired about lowering the interest rates on their accounts sometime in the past 6 – 18 months. You were also kind enough to answer a few questions from one of our representatives who made sure that you still meet the qualifications and they should have informed you that an account specialist would be calling you back...well that's me.

18. Is this Debt settlement or Credit counseling

No the main difference is that with our program, you will continue to make the payments to your lenders; it's just at a reduced rate. We established our leverage to negotiate the rates based on a proven system of relationships with the banks that took us over 10 years to develop. Settlement and counseling companies get their leverage by having you default on your payments and settling for a lesser amount than you owed, and that of course has a severe negative impact on your FICA score. All we are doing is locking you into a fixed low rate and allowing you to continue to making the payments on your own. This way your credit score will actually go up rather than down. Does that make sense?

19. What if you fail to lower my rates

That's a good question. We provide you with a full money back guarantee to ensure the rates will be reduced on every single one of your accounts. If for some unforeseeable reason the program does not work for you, then you will be fully refunded. However, you already qualify so we don't anticipate any problems at all, but the guarantee will make sure you receive the results as promised. Is that clear?

20. How much does this cost

This service is actually set up to be a no out-of-pocket expense to you. Just grab a pen and piece of paper, and I'll give you all the details...

21. What's the catch

The catch is that you have to qualify, which you already have and that is the reason I'm calling you back today. Just go ahead and grab a pen and piece of paper and I'll give you all the details...

22. Is this a loan or new account

No we work directly with your current banks to lower your rates on the accounts that you already have. You will still make payments to the same companies that you have now. It will just be with a lower rate. Does that make sense?

23. What kind of a company are you

We are a financial advising and debt management firm that specializes in reducing the interest rates on unsecured debt, without jeopardizing your credit.

24. How long have you been doing this

Our customer service has been helping consumers lower their interest rates for over 10 years now and have enrolled thousands of clients in the low rate program.

25. Why/How does my payment drop

We are only negotiating lower interest rates. We do not directly negotiate lower payments on your accounts. However you will notice that your new payment will be a lot lower than what you are used to, but that is just because of the reduction in interest and finance charges.

26. If funds don't process

I wasn't able to get you an authorization number on this account. What other cards do you carry?

27. I want to talk to my husband/wife first

I can understand that. Keep in mind you will still have a chance to review the information before you fill anything out and send it back in. So if it's not exactly what I am telling you then you would be entitled to a refund. Besides, your husband/wife wouldn't be upset for saving money on your credit cards would he/she? Of course not.

28. Skepticism – Last ditch effort

In the time that I have been with the company, I've never had one client receive the information, call me back and tell me that they did not want the lower rates. So again, I just need to verify a Visa, MasterCard, or American Express...which will you be using?

29. Go to BBB website

First thing I need you to do is get to a computer and login to the internet. Let me know when you are ready. Great on the address line I need you to type BBB.org. Ok? Great let me know when their homepage comes up. Okay, do you see there in the middle where it says USA site? Great click on that. On the right side, under Start with Trust... Check out a Business or charity. Where it says Business/Charity name type, Proactive Planning Solutions. Select search. Proactive Planning Solutions comes up. Select review. That's it! As you can see we have not one unresolved complaint.

*hasht
cwr 30 days*



RECEIVED
OCT 01 2012

BY: _____

TOM HORNE
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
PUBLIC ADVOCACY AND CIVIL RIGHTS DIVISION
September 27, 2012

CONSUMER INFORMATION &
COMPLAINTS
(602) 542-5763
(IN-STATE ONLY) (800) 352-8431

PURCHASE POWER SOLUTIONS
3116 S. MILL AVE., #283
TEMPE, AZ 85282

RE: CIC 12-15199 MICHAEL EDWARDS

Dear Sir or Madam:

The Consumer Protection and Advocacy Section of our office recently received the enclosed consumer complaint. Pursuant to A.R.S. § 44-1524, we are charged with investigating possible violations of Arizona consumer protection laws. Therefore, we request that you respond in writing to the specific allegations made by the consumer.

In your response, please indicate what, if anything, you are willing to do to resolve the complaint. If you resolve this matter directly with the consumer, please provide our office with the resolution. Please send your response and copies of any documentation that supports your position to this office **within ten (10) days**. A copy of your response may be made available to the complainant for review, consideration, and response.

If you need to request an extension of **one week or less** in which to respond to this complaint, please fax your request to the Phoenix office at (602) 542-4579 or the Tucson office at (520) 628-6532 and an extension will automatically be granted. Please fax your request to the appropriate office. For any other extensions, you must call our office. We appreciate your cooperation.

Sincerely,

Deborah Miller

DEBORRAH MILLER
CONSUMER INFORMATION
& COMPLAINTS MANAGER

Enclosure

CPA:A

DAG 008-001
 Authority: 1976 PA 331
 Compliance: Voluntary
 Penalty: None



MICHIGAN DEPARTMENT OF ATTORNEY GENERAL

CONSUMER COMPLAINT/INQUIRY FORM

DEPT. OF ATTORNEY GENERAL
RECEIVED

JUL 09 2012

CONSUMER PROTECTION
 DIVISION

Please be aware of the following:

- Complaints and inquiries become public records when they are submitted to the Attorney General's office, and under the Michigan Freedom of Information Act, copies may be subject to disclosure to anyone who asks for them.
- A copy of the complaint may be sent to the business against whom the complaint is issued. An accurate company Fax number will expedite processing.
- A copy of the complaint may be sent to other governmental agencies.
- Please be particularly cautious with information containing your Social Security number, credit card account numbers, etc. for security purposes. If you believe it is necessary to submit such information, you should mail that information and the corresponding complaint.

Consumer Information

Your Last Name: [REDACTED] First Name: [REDACTED]
 Your Street Address: [REDACTED] City: [REDACTED]
 Your State: [REDACTED] Zip Code: [REDACTED]
 Your County: [REDACTED]
 Your Home Phone: [REDACTED] Work Phone: _____
 Fax Number: _____ E-mail Address: _____

Primary Company or Person Your Complaint Is About

Company Name: Purchase Power Solutions (Amy)
 Street Address: 3116 South Mills Ave #283 City: TEMPE
 State: AZ Zip Code: 85282
 County: N/A Phone: Cust. Serv. 1-888-512-8881
 Fax Number: 888-430-2542 E-mail Address: _____
 Website Address: _____

Secondary Company or Person Your Complaint Is About

Company: Name: _____

Street Address: _____ City: _____

State: _____ Zip Code: _____

Phone: _____

Fax Number: _____ E-mail Address: _____

Web Site Address: _____

Complaint InformationIs Your Complaint About A Bill? Yes ☐ No ☒

If So, Please Provide A Copy.

Approximate Monetary Value: \$ 978⁰⁰Did You Sign A Contract?: Yes ☐ No ☒

Where Did You Sign This Contract: _____

Is A Court Action Pending?: Yes ☐ No ☒Do You Have An Attorney
Representing You On This Matter?: Yes ☐ No ☒

Motor Vehicle Warranty Complaint Information

If your complaint involves motor vehicle manufacturer warranties or non-dealer service contracts, please fill out this section. Most other auto-related complaints, including dealer complaints and complaints concerning automotive repairs and repair facilities, must be filed with the Department of State's Bureau of Regulatory Services: 1-888-767-6424.

Vehicle Make, Model and Year: _____

VIN No.: _____

Complaint Detail/Inquiry Information

Describe your problem, what attempts you have made to correct it, and how you would like to have the problem resolved. Use additional sheets if necessary.

CALL AND CANCEL My CREDIT CARD, I spoke with
THE FRAUD TEAM AT DISCOVER, THE INFORM ME THAT

This Company May Not Be A Legitimate Company
to Do Business With, I the Call this Company
AND, told them I Don't Fill Comfortable About
Using there Services, I Would like them to
Return My 978⁰⁰ Back to My Account.

Not REAL Sure if this Company, is in fact
A REAL Company, yet! if So We Still May Be
Able to Do Business. The FRAUD TEAM Says the
Company is No Good, But when I Call Customer
Service, I Spoke to [REDACTED], She have
Call Me Back at least twice, I have Not Responded
yet Until I, No If this Company, Is Not
A SCAM! , If So I Would like to Be
Refunded the 978⁰⁰, Back to My Discover CARD!

Thanks
[REDACTED]



MIKE DEWINE

★ OHIO ATTORNEY GENERAL ★

Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215
www.OhioAttorneyGeneral.gov

RECEIVED
MAR 28 2012
BY: [illegible]

March 22, 2012

Purchase Power Solutions
3116 S MILL AVE Ste 283
TEMPE, AZ 85282-3657

Re: [REDACTED]

Dear Sir/Madam:

The Ohio Attorney General's Consumer Protection Section has received the enclosed complaint regarding your company.

As you may be aware, two primary functions of the Attorney General's Consumer Protection Section are to reach a resolution to consumer complaints and to bring suppliers into compliance with the Ohio Consumer Sales Practices Act (C.S.P.A.), Ohio Revised Code (O.R.C.) 1345.01 et seq. and the Ohio Administrative Code (O.A.C.) 109:4-3-01 et seq., if there is/are violation(s).

After reviewing the consumer's allegations, we are most concerned with possible violations of O.R.C. 1345.02(A), which specifically prohibits a supplier from committing an unfair or deceptive act in connection with a consumer transaction.

Please note pursuant to O.R.C. 1345.09(A) and (B), the consumer is entitled to rescind the transaction or either recover minimum statutory damages of \$200 per violation or treble damages, whichever is greater, if these allegations are proven in a court of law. Additionally, the consumer may be entitled to recover attorney fees.

Before we determine if any action will be taken in this matter, we would like to give you the opportunity to present your side of the controversy and propose a compromise or possible manner of resolving the complaint.

We would appreciate it if you would provide me with your written reply within ten days of receipt of this request so the complaint can be resolved without further action by the Consumer Protection Section.

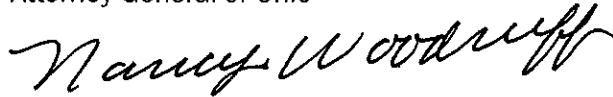
In the event this complaint has already been satisfactorily resolved, either because you believe the complaint to be justified or because you have offered a good faith adjustment, please advise us of the terms of the resolution so we can confirm with the consumer that the resolution offered is acceptable, and close the file.

[Faint, mostly illegible text at the bottom of the page, possibly a signature block or footer.]

Thank you for your prompt attention to this matter. Please feel free to contact us should you have any questions.

Respectfully,

MIKE DEWINE
Attorney General of Ohio

A handwritten signature in black ink, reading "Nancy Woodruff". The signature is written in a cursive, flowing style.

Nancy Woodruff
Consumer Protection Specialist
Consumer Protection Section
(614) 644-8397
nancy.woodruff@ohioattorneygeneral.gov
(866) 471-2738 (Fax)

Enclosure
2206

NOTE: Please send all communication electronically when possible.



MIKE DEWINE

★ OHIO ATTORNEY GENERAL ★

Complaint Detail

Complaint No. [REDACTED]

Consumer:



Date Entered: 3/16/2012

Supplier:

Purchase Power Solutions
3116 S MILL AVE Ste 283
TEMPE, AZ 85282-3657

(888)512-8881 ext. daytime

(888)430-2542 ext. fax

Email: [REDACTED]

Collections, Credit Reporting, or Financial
Services/Debt Consolidation / Debt Pooling

Solicited Via: Telephone Call

Purchase Information:

Problem Area: Failure to Deliver Product or Service

Purchase Date: 2/19/2012

Total Price: \$998.00

Disputed Amount: \$998.00

Amount Paid So Far: \$998.00

Description:

My husband and I were solicited by [REDACTED] for a service that would reduce the interest rates on our credit cards for a savings of up to \$583/month and if the financial advisor that we would be assigned to was not able to reduce any interest rates, we were guaranteed our money back. [REDACTED], the financial advisor, told us after reviewing our credit card debt that none of our credit card interest rates were above the national average and that he could not negotiate any lower interest rates and that he would recommend a refund of our money. Two days later a manager by the name of [REDACTED] told my husband that we were not eligible for a refund because she was sending us papers that would show us a savings of \$2500 and that their contract was fulfilled. Several days later we received several spread sheets with nothing more than a payment schedule saving us nothing in monthly payments which is what we were solicited for in the first place.

Satisfactory Solution:

REFUND OF \$998.00

Complaint No. [REDACTED]



KAMALA D. HARRIS
Attorney General

State of California
DEPARTMENT OF JUSTICE

St w/pege

June 18, 2012

PUBLIC INQUIRY UNIT
P.O. BOX 944255
SACRAMENTO, CA 94244-2550
(916) 322-3360
TOLL FREE: (800) 952-5225
TTY: CA Relay Service
(800) 735-2922

BY: _____ PIU: 475315

Purchase Power Solutions
3116 S Mills Avenue, #283
Tempe, AZ 85282

CORRESPONDENCE RECEIVED FROM:

The Attorney General's consumer action files indicate that you have not responded to the above-referenced consumer complaint forwarded to you some time ago.

In order for our attorneys to determine whether the complaint warrants this office commencing legal action on behalf of the people of California, we need to receive your response to this matter. We must now request your comments within fifteen days. We make no assumption as to the validity of the complainant's allegations, but we feel very strongly that a response on your part is required.

If you have replied to our inquiry and we have not yet received your response, or if it has been misplaced, we are at this time requesting another copy of the reply. If this is the case, we apologize for any inconvenience this may cause you.

Please send us a copy of this letter when responding. Thank you for your time and cooperation.

Sincerely,

Lupe Zinzun
Public Inquiry Unit

For KAMALA D. HARRIS
Attorney General

FWD: [WEB FORM] CONSUMER COMPLAINT AGAINST BUSINESS OR COMPANY

>>> [REDACTED] 5/3/2012 10:53 AM
>>>

Below is the result of the feedback form.
It was submitted by oscar.l.haro@gmail.com

===== DOJ USE ONLY =====
NEW_TYPE:
===== DOJ USE ONLY =====

TYPE: CL
First Name: [REDACTED]
Middle Initial: [REDACTED]
Last Name: [REDACTED]
Address Line: [REDACTED]
Address Line 2:
City: [REDACTED]
State: [REDACTED]
Zip: [REDACTED]
Zip4:
Area Code: [REDACTED]
Phone Number: [REDACTED]
Company Name: Purchase Power Solutions
Company Address Line: 3116 S Mills Av #283
Company Address Line 2:
Company City: Tempe
Company State: AZ
Company Zip: 85282
Company Zip4:
Company Area Code: 888
Company Phone Number: 5128881

Comment Or Question Message: I received a solicitation call promising that this company had a relationship with Discover Card and they could get the interest rate on my Discover Card to at least as low as 8%. For this I was charged \$798. This fee also allowed me and my spouse to receive "financial services" from the company for one year. These "services" would be in the form of contacting the other credit card companies with whom we have debt and working to get those interest rates reduced. The product was not publicly advertised that I knew of. The phone call took place on February 15th and that is when my Discover card was charged and I was told that reduced interest rate on the Discover Card would be taken care of at that time. A contract was sent to me and I signed it a week later (I do not hold that it is the basis for our agreement on Feb. 15th but that it covered any other "services to be provided and I was told it necessary for paperwork reasons). I have contacted the FTC and Northern California legal services for their assistance in this matter.

I am seeking to have the \$798 returned to me since Purchase Power has not provided me with the reduced Discover Card interest rate they promised, and come to find out, Discover Card does not have any type of relationship with Purchase Power, nor would Discover Card work with a third party company to reduce the interest rate of a credit card holder.

Affirm Information Accurate: Yes

Send This Complaint: Yes

Request Copy: Yes

Email: [REDACTED]

Confirm Email: [REDACTED]

[End of comment or complaint information]

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.



KAMALA D. HARRIS
Attorney General

State of California
DEPARTMENT OF JUSTICE

PUBLIC INQUIRY UNIT
P.O. BOX 944255
SACRAMENTO, CA 94244-2550
(916) 322-3360
TOLL FREE: (800) 952-5225
TTY: CA Relay Service
(800) 735-2922

May 3, 2012

PIU: 475315

Purchase Power Solutions
3116 S Mills Avenue, #283
Tempe, AZ 85282

CORRESPONDENCE RECEIVED FROM:



The Consumer Law Section of the Attorney General's Office has received the enclosed complaint relating to your firm. We understand that there are always two sides to a problem, and we would appreciate your prompt review of this matter.

You should be aware that we do not directly represent the consumer in this instance. However, we analyze all complaints to determine whether grounds exist for further investigation or legal action under California consumer protection laws. Your response to each of the factual allegations in the complaint will help us determine whether legal action on our part is warranted.

We would appreciate receiving your response within the next 30 days. Please include the attached Company Response Form with your answer to this office. Also, please send a copy of your response to the consumer if appropriate. Please feel free to attach any documents you think are relevant in explaining your position. Naturally, in sending you this complaint, we make no assumption as to the truth of the allegations, but do appreciate your prompt response to our inquiry.

Thank you for your cooperation and assistance in responding to this matter.

Sincerely,

Lupe Zinzun
Public Inquiry Unit

For KAMALA D. HARRIS
Attorney General

Enclosure

From: [REDACTED]
To: "piuwebform@doj.ca.gov" <piuwebform@doj.ca.gov>
Date: 5/3/2012 10:54 AM
Subject: [Web Form] Consumer complaint against business or company

Below is the result of the feedback form.

It was submitted by [REDACTED]

===== DOJ USE ONLY =====

NEW_TYPE:

===== DOJ USE ONLY =====

TYPE: CL

First Name: [REDACTED]

Middle Initial: [REDACTED]

Last Name: [REDACTED]

Address Line: [REDACTED]

Address Line 2:

City: [REDACTED]

State: [REDACTED]

Zip: [REDACTED]

Zip4:

Area Code: 530

Phone Number: 5132157

Company Name: Purchase Power Solutions

Company Address Line: 3116 S Mills Av #283

Company Address Line 2:

Company City: Tempe

Company State: AZ

Company Zip: 85282

Company Zip4:

Company Area Code: 888

Company Phone Number: 5128881

Comment Or Question Message: I received a solicitation call promising that this company had a relationship with Discover Card and they could get the interest rate on my Discover Card to at least as low as 8%. For this I was charged \$798. This fee also allowed me and my spouse to receive "financial services" from the company for one year. These "services" would be in the form of contacting the other credit card companies with whom we have debt and working to get those interest rates reduced.

The product was not publicly advertised that I knew of. The phone call took place on February 15th and that is when my Discover card was charged and I was told that reduced interest rate on the Discover Card would be taken care of at that time. A

contract was sent to me and I signed it a week later (I do not hold that it is the basis for our agreement on Feb. 15th but that it covered any other "services to be provided and I was told it necessary for paperwork reasons). I have contacted the

FTC and Northern California legal services for their assistance in this matter.

I am seeking to have the \$798 returned to me since Purchase Power has not provided me with the reduced Discover Card interest rate they promised, and come to find out, Discover Card does not have any type of relationship with Purchase Power, nor would Discover Card work with a third party company to reduce the interest rate of a credit card holder.

Affirm Information Accurate: Yes

Send This Complaint: Yes

Request Copy: Yes



*has 2nd hit
over 30 days
we have
chargeback*

TOM HORNE
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
PUBLIC ADVOCACY AND CIVIL RIGHTS DIVISION

CONSUMER INFORMATION &
COMPLAINTS
(602) 542-5763
(IN-STATE ONLY) (800) 352-8431

May 1, 2012

PURCHASE POWER SOLUTIONS
3116 S. MILL AVE., #283
TEMPE, AZ 85282

RE: CIC 12-07116 [REDACTED]

Dear Sir or Madam:

The Consumer Protection and Advocacy Section of our office recently received the enclosed consumer complaint. Pursuant to A.R.S. § 44-1524, we are charged with investigating possible violations of Arizona consumer protection laws. Therefore, we request that you respond in writing to the specific allegations made by the consumer.

In your response, please indicate what, if anything, you are willing to do to resolve the complaint. If you resolve this matter directly with the consumer, please provide our office with the resolution. Please send your response and copies of any documentation that supports your position to this office **within ten (10) days**. A copy of your response may be made available to the complainant for review, consideration, and response.

If you need to request an extension of **one week or less** in which to respond to this complaint, please fax your request to the Phoenix office at (602) 542-4579 or the Tucson office at (520) 628-6532 and an extension will automatically be granted. Please fax your request to the appropriate office. For any other extensions, you must call our office. We appreciate your cooperation.

Sincerely,

Pamela L. Crabtree

PAMELA L. CRABTREE
LEGAL ASSISTANT

Enclosure
CPA:A

Crabtree, Pam

12-7116

From: [REDACTED]
Sent: Wednesday, April 25, 2012 11:00 AM
To: OnlineComplaints
Subject: Consumer Complaint Form

RECEIVED

APR 25 2012

CPA/CIC

Below is the result of your feedback form.
It was submitted on April 25th, 2012. 11:59 am

01age: Under 60

02contact_yesno: Yes

03media_yesno: No

04govt_yesno: Yes

05military: N/A

06HowHeard: Other

07OtherHowHeard: AZ Dept of Financial Institutions

08Cust_First_Name: [REDACTED]

09Cust_Last_Name: [REDACTED]

10Cust_Address: [REDACTED]

11Cust_City: [REDACTED]

12Cust_State: [REDACTED]

13Cust_Zip: [REDACTED]

14Cust_HomePhone_Area: [REDACTED]

15Cust_HomePhone: [REDACTED]

16Cust_WorkPhone_Area: [REDACTED]

17Cust_WorkPhone: [REDACTED]

18Cust_FAX_Area: [REDACTED]

19Cust_FAX: [REDACTED]

20Cust_Email: [REDACTED]

21PV_Name: Purchase Power Solutions

22PV_Address: 3116 S. Mill Ave #283

C89
ONT
A, B

Crabtree, Pam

12-7116

From: [REDACTED]
Sent: Wednesday, April 25, 2012 11:00 AM
To: OnlineComplaints
Subject: Consumer Complaint Form

RECEIVED

APR 25 2012

CPA/CIC

Below is the result of your feedback form.
It was submitted on April 25th, 2012. 11:59 am

01age: Under 60

02contact_yesno: Yes

03media_yesno: No

04govt_yesno: Yes

05military: N/A

06HowHeard: Other

07OtherHowHeard: AZ Dept of Financial Institutions

08Cust_First_Name: [REDACTED]

09Cust_Last_Name: [REDACTED]

10Cust_Address: [REDACTED]

11Cust_City: [REDACTED]

12Cust_State: [REDACTED]

13Cust_Zip: [REDACTED]

14Cust_HomePhone_Area: [REDACTED]

15Cust_HomePhone: [REDACTED]

16Cust_WorkPhone_Area: [REDACTED]

17Cust_WorkPhone: [REDACTED]

18Cust_FAX_Area: [REDACTED]

19Cust_FAX: [REDACTED]

20Cust_Email: [REDACTED]

21PV_Name: Purchase Power Solutions

22PV_Address: 3116 S. Mill Ave #283

C89
ONT
A/B

23PV_City: Tempe

24PV_State: Arizona

25PV_Zip: 85282

26PV_Phone_Area: 888

27PV_Phone: 512-8881

28PV_2ndPhone_Area:

29PV_2ndPhone:

30PV_Email:

31PV_Website: <http://purchasepowersolutionsinc.com/>

32Circumstances: I was called repeatedly by this company offering to lower my credit card rates. They asked for credit card numbers to verify my eligibility in their "program", which I gave them. We talked for about 20 minutes, where they offered to assist me in lowering the rates on my credit card for a fee of \$798, charged to my credit card- they would in turn save me \$2500/year in payments, and if not, would refund my money. I agreed to payment for them attempting to lower my interest rates on my credit cards. They tape recorded our conversation, which they now say stipulates a binding agreement. I was told I would be receiving documentation in the mail to this effect (my payment for their lowering my rates), but instead received debt management software, and a form to fill out agreeing to their services and communications with a financial advisor. I neither want nor need debt reduction software. My credit card company has advised me that they do not need a third party to lower my rates, though I was rather led to believe that this company had some way to do this that I did not. I am currently in a credit card claim dispute with PPS for the \$798.00, and compiling a rebuttal and documentation.

33complain_yesno: Yes

34ComplaintResponse: I was told, via phone, that I was unable now to "opt out" of their program. They have been calling me non-stop since the claim was filed, from Colorado, Missouri and a host of other numbers. I have stopped answering the calls.

35warranty_yesno: No

36sign_yesno: No

37Trans_Date_Month: January

38Trans_Date_Day: 15

39Trans_Date_Year: 2012

40Trans_Place: Credit card charge

41Damages: 798.00

42SalesPerson: n/a

43Witness: n.a

44ad_yesno: No

45Advertised:

46attorney_yesno: No

47Attorney:

48action_yesno: No

49Agencies: Arizona Department of Financial Institutions- they directed me to file this online complaint.

50Comments:

I declare, under penalty of perjury, that the facts and statements contained in this declaration, including any attached statements, are true, correct, and based upon my personal knowledge

51Name: [REDACTED]

52Date: April 25, 2012

209.124.163.124



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

Lisa Madigan
ATTORNEY GENERAL

June 13, 2012

Purchase Power Solutions
3116 S. Mill Avenue #283
Tempe, AZ 85282

Re: [REDACTED]

File No: [REDACTED]

Dear Sir/Madam:

The Consumer Protection Division, of the Office of the Attorney General received a consumer complaint involving your business. We have enclosed a copy of the complaint for your examination.

We would appreciate your review and response to the complaint, as well as any suggestions for a potential resolution. Please include copies of any substantiating documents which relate to this complaint with your response. If the matter has been resolved, we would appreciate knowing it.

Please provide a response within ten days. All communications must be in writing. Direct all correspondence to Consumer Protection Division, Office of Attorney General, 100 W. Randolph Street, Chicago, IL 60601. Refer to the above mentioned file on all correspondence.

Sincerely,

ATTORNEY GENERAL
State of Illinois

Daniel Ligocki

Daniel Ligocki
Citizen's Advocate
Consumer Protection Division
(312) 814-3866

enclosure



LISA MADIGAN

Illinois Attorney General
Consumer Fraud Bureau
500 South Second Street
Springfield, IL 62706
217-782-1090

1-800-243-0618 (Toll free in IL)

TTY: 1-877-844-5461

www.IllinoisAttorneyGeneral.gov

CLM8:

AG:

Fill out the form online, then print and mail to the address above. Include copies (no originals please) of any supporting documents.

YOUR INFORMATION:

NAME OF SELLER OR PROVIDER OF SERVICE:

Name: Mr. Mrs. Ms. (circle one)

Address:

City: State: Zip code: County:

Your Telephone Number:

Daytime
Evening

Your e-mail address (optional):

Are you a senior citizen?

Yes ☒ No ☐

Who referred you to this office?

NO ONE

Name:

Address:

City: State: Zip code:

Telephone

Website:

Additional seller or provider of service involved in transaction:

Name:

Address:

City: State: Zip code:

Telephone

Website:

Has this matter been submitted to another government agency, an arbitration service, or to an attorney? Yes ☐ No ☒

If yes, please give name, address, telephone number #.

Is court action pending? Yes ☐ No ☐

INFORMATION ABOUT THE TRANSACTION

Date of Transaction:

5-15-12

Did you sign a contract?

(If yes, please attach a copy)

Yes ☐ No ☒ Date contract was signed:

Was the product or service advertised? Yes ☐ No ☒ When?

(Please attach a copy of the advertisement, if available)

How was the service advertised?

- Newspaper/magazine
- Radio advertisement
- Television advertisement
- Internet advertisement
- E-mail solicitation
- Direct mail solicitation
- Telephone solicitation
- Yellow pages of the telephone book
- Facsimile solicitation
- Door-to-door solicitation
- Display at merchant's place of business
- Display at a trade show/convention, etc.
- Other

Total Cost of product/service: \$ 450.00

Amount paid to date/down payment: \$ 450.00

Method of payment (check one) (Please attach a copy)

Cash ☐ Check ☐ Money Order ☐ Credit Card ☒ Debit Card ☐ Bank Draft ☐
Wire Transfer ☐ Automatic Debit ☐ Other

If you paid with a credit card, have you contacted your credit card company to register a dispute? Yes ☒ No ☐

(Under the Federal Fair Credit Billing Act, you have 60 days from the time that you receive your statement to dispute the charge.)

Where did the transaction take place?

Yes ☒ No ☐

At my home

Over the telephone

By mail

Over the Internet

Trade show/convention/home show

At the firm's place of business

By facsimile

Other (please specify) _____

There was no transaction

If yes, provide name and phone number of the individual(s):

[REDACTED] - Cust. Svc.
888-512-8881**FOR COMPLAINTS REGARDING MOTOR VEHICLES, PLEASE COMPLETE THIS BOX:**

Make:	Model:	Year:	New: Yes <input type="checkbox"/> No <input type="checkbox"/>	As-Is: Yes <input type="checkbox"/> No <input type="checkbox"/>
Warranty: Yes <input type="checkbox"/> No <input type="checkbox"/>	Name of Extended Warranty:	Purchase Date:	Current Mileage:	Mileage at Purchase:
Expiration Date:				

Briefly describe the transaction and your complaint. You may use additional sheets if necessary. Please attach copies of all contracts, letters, receipts, cancelled checks (front and back), advertisements, or any other documents that relate to your complaint.
PLEASE DO NOT SEND ORIGINALS.

I received a phone call on 5/15/12 from PPS stating they could cut my credit card interest rate in half. After listening to [REDACTED] explain how they would do this, I gave him two credit card #'s to cover the \$450 fee (originally he wanted \$900) but I told him I couldn't afford that, I really can't afford to lose \$450. My wife is upset with me and she's been doing research on the internet and PPS seems like a scam. We haven't signed anything and they haven't provided any service. I had a 3-way conversation with one of the credit card companies and a rep. from PPS on 5/21. They wouldn't refund the money because they still want to provide their service to me. (see page 3.)

What form of relief are you seeking? (E.g. exchange, repair, money back, product delivery, etc.)

I want a check back for \$450.00 (I already closed out the credit card #s I gave them)

READ THE FOLLOWING BEFORE SIGNING BELOW:

In filing this complaint, I understand that the Attorney General is not my private attorney, but rather enforces laws designed to protect the public from misleading or unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities, I should contact a private attorney. I have no objection to the contents of this complaint being forwarded to the business or the person the complaint is directed against, unless box checked below. The above complaint is true and accurate to the best of my knowledge.

Signature: [REDACTED]

Date: 6-8-12

Check here if you only want to notify our office of your concerns and do not want a mediation process initiated.

Please print and send the completed form to the address at the top of this complaint form.
Incomplete forms may be returned.

6-8-12

My wife and I called PPS today and talked to [REDACTED] in Customer Service.

She kept asking why we wanted to cancel and we said because we can handle our own finances and don't want their Service.

After internet research, it looks like they send you a bunch of books to read and you can take care of your own debt. I even mentioned that their website says you can get a refund for any reason. [REDACTED]

said she would give a message to her Manager, [REDACTED], and it might take 48 hrs.

They are very persistent, but if we don't want their help, they should accept our decision.

I've included papers I hoped would be helpful.



met 8/1 w/ pages
Exhibit 3/2/12
RECEIVED
FEB 29 2012
BY: _____

STATE OF INDIANA
OFFICE OF THE INDIANA ATTORNEY GENERAL

CONSUMER PROTECTION DIVISION

302 W. WASHINGTON STREET, 5TH FLOOR • INDIANAPOLIS, IN 46204-2770

www.IndianaConsumer.com

PHONE: 317.232.6330

FAX: 317.233.4393

GREG ZOELLER
INDIANA ATTORNEY GENERAL

February 27, 2012

Purchase Power Solutions
3116 South Mill Avenue, Ste. 283
Tempe, AZ 85282

Re: File No. 12-CP-52277

vs. Purchase Power Solutions

Dear Purchase Power Solutions:

Enclosed is a complaint received by the Consumer Protection Division. Indiana law requires the Division to investigate and mediate complaints. In order to effectively mediate this complaint, we require your *written* response within fourteen (14) days. We cannot take your response by phone.

Please include the following information in your reply:

1. The file number shown above;
2. My name, [REDACTED];
3. Your explanation of what happened;
4. A copy of all documents relating to the complaint; and
5. An explanation of what, if any, action you would be willing to take to resolve the dispute.

Your prompt reply is required for our investigation and the resolution of this complaint. You may mail it to the address shown above or fax it to my attention at (317) 233-4393.

Sincerely,

[REDACTED]

Tara L. Gerber
Law Clerk



CONSUMER COMPLAINT FORM

Office of the Indiana Attorney General

FEB 14 2012

ATTORNEY GENERAL OF INDIANA

CONSUMER PROTECTION

To prevent delay, please be sure to complete **both sides** of this form in full. Please print clearly or type. **DO NOT** include your **Social Security Number** on this form or in any accompanying documents.

1. YOUR INFORMATION

☐ Mr. ☒ Mrs. ☐ Miss ☐ Ms. ☐ Dr.

Name [REDACTED]

Address [REDACTED]

City [REDACTED] State [REDACTED]

ZIP [REDACTED] County [REDACTED]

Age ☐ 18-24 ☐ 25-34 ☐ 35-44 ☐ 45-54 ☐ 55-64 ☒ 65+

Phone [REDACTED] Day

Are you or your spouse active military? ☐ Yes ☒ NoE-mail none

2. WHO IS YOUR COMPLAINT AGAINST?

Name/Firm Purchase Power Solutions

Address

3116 South Mill Ave # 283City Tempe State AZZIP 85282 County _____Phone (602) 1888 512 881E-mail FAX 888 430 2542

Person you dealt with Robertson, Nigel, Gamee Hahn,
phone operator, Steve Steinkerc hner,
Johal Gargalis

Date dont know exact date right around Christmas

3. WHEN DID TRANSACTION/INCIDENT OCCUR?

4. WHERE DID THE TRANSACTION/INCIDENT YOU ARE COMPLAINING ABOUT TAKE PLACE? (Check box when applicable)

☐ At the firm's place of business☐ My home☐ Away from the firm's place of business (work, convention, etc.)☐ Other☐ By Mail☐ By Internet/e-mail☒ By telephone

5. WHAT WAS THE VERY FIRST CONTACT BETWEEN YOU AND THE FIRM?

☐ I telephoned the firm☐ I responded to a TV/radio ad☐ A person came to my home☐ I received information by e-mail☐ I received information in the mail☐ I went to the firm's place of business☒ I received a telephone call from the firm☐ I responded to an offer on the Internet☐ I responded to a printed advertisement☐ Other

6. DO YOU CONSENT TO DISCLOSING THE FOLLOWING TO THE PUBLIC?

The nature and status of your complaint and the name of the firm? ☒ Yes ☐ NoYour name? ☒ Yes ☐ NoYour phone number? ☒ Yes ☐ No

7. WHAT WAS THE TRANSACTION FOR?

☐ My business☒ My family/household To Lower Credit Card Rate☐ My farm

8. HOW DID YOU PAY?

☐ Cash☒ Credit Card☐ Medicaid☐ Private Insurance☐ Check☐ Installment Loan☐ Medicare☐ Other

9. DID YOU SIGN ANY WRITTEN AGREEMENT? IF YES, PLEASE ATTACH A COPY OF THE AGREEMENT.

☒ Yes ☐ No

For Office Use Only:

Ind	Prac	PL	MO	NL	NJ	OA:	Inv.	Sec	File #
217	16						TC		-CP-

10. HAVE YOU COMPLAINED TO THE BUSINESS? (Check box when applicable)☒ Yes ☐ NoWhen? *Returned all material right after new years 2012**Returned call phone. (called)*Action taken? *was told by operator I could not cancel and with return papers she was mailing again to me. She played recording over phone (our whole conversation is not on it, saying I might not want it. I sent master card BUT CHECKED with Better Business Bureau.***11. WITH WHAT OTHER AGENCY HAVE YOU FILED THIS COMPLAINT?**When? *SEAR master card 3/6/2012*Action taken? *PUT A NOTE I WAS CONTACTING you.***12. HAVE YOU CONTACTED A PRIVATE ATTORNEY?**☐ Yes ☒ No**13. HAVE YOU STARTED A COURT ACTION? IF YES, PLEASE ATTACH A COPY OF ALL COURT PAPERS.**☐ Yes ☒ No**14. HAVE YOU BEEN SUED OVER THIS ISSUE? IF YES, PLEASE ATTACH A COPY OF ALL COURT PAPERS.**☐ Yes ☒ No**15. DOLLAR AMOUNT ASSOCIATED WITH YOUR LOSS, IF ANY. \$** *Credit card was charged \$998.00***16. PLEASE DESCRIBE YOUR COMPLAINT IN DETAIL (ATTACH ADDITIONAL PAGES IF NECESSARY)**

Please attach a copy of all papers involved (order blank, warranty, credit card receipt and statement, invoice, contract or written agreement, advertisement, cancelled check, correspondence and all other related documents). Please print clearly or type. DO NOT INCLUDE YOUR SOCIAL SECURITY NUMBER. I gave my credit card number, so they could check to see if I qualified, was told money would be charged after all credit cards had been paid off. I kept telling them I might not want it if I thought they were sending me material to read. I was ask at first if I had a computer. I said no. They said that's no problem. They sent a disk for computer and papers. I returned (they had to sign) right after new years. They started calling I was not home. When I returned the operator said I could not cancel. She was very intimidating and scared me, said she was resending me the material and to return it right away. I thought when they said I could not cancel they were just telling me a route the program they were offering, I had no idea I was buying their program until the operator said I could not cancel. Even tho all through the talk I kept saying I might not want it. That part is not in the recording you hear. I had wanted to read in writing what they had to offer. The make a choice. We had been talking about what to do with our credit card hi balances (my husband & myself) before this can.

17. HOW WOULD YOU LIKE YOUR COMPLAINT RESOLVED? Additional pages inclosed.

I do not trust them. I DO NOT WANT TO USE THIS COMPANY. I do not feel I owe them. I want the \$998.00 refunded to my credit card. I did not understand I was buying this at the time. I thought when they transferred me to another person he was just telling me about the program. Better Business Rating is A to F their Rating is F

18. CONSENT AND VERIFICATION

I affirm, under the penalties for perjury, that the foregoing representations are true. I consent to the Consumer Protection Division obtaining or releasing any information in furtherance of the disposition of this complaint. I consent to the release of information included in this complaint to other public agencies attempting to discover ongoing fraudulent patterns or practices and for the purpose of law enforcement. I understand that I should not include my Social Security Number in any information submitted to the Consumer Protection Division. If I do provide my Social Security Number, I expressly consent to the disclosure of my Social Security Number in accordance with Indiana Code § 4-1-10-5(2).

Your Signature

Date

*February 13, 2012***WHAT WILL HAPPEN NOW? WHAT ELSE SHOULD YOU DO?**

The Consumer Protection Division will send a copy of your complaint to the respondent firm or licensed professional. This office cannot disclose your complaint against a licensed professional to the public unless this office files a disciplinary action against the licensed professional. This office represents the State of Indiana and is limited in the remedies it can pursue. You may be entitled to compensation or other rights that we cannot pursue for you. In addition to filing this complaint, you may want to consider contacting a private attorney or your local small claims court.

MAIL COMPLETED FORMS TO:

Attorney General Greg Zoeller
Consumer Protection Division
Government Center South, 5th floor
302 West Washington Street
Indianapolis, IN 46204
PH: 317-232-6330 • FAX: 317-233-4393
www.IndianaConsumer.com

Indiana Attorney General

Thank you for checking into my complaint. I do not know if this is a scam or the real thing. I do not trust this company.

I received a phone call in the evening somewhere close to Christmas in December of 2011 from Purchase Power Solutions. A man told me they could lower credit card rates to 5% and therefore put money back in your pocket to use.

He said he would need to see if we qualified. First he ask if I was between 18 and 70 years old. I replied until January 1, 2012. I am now 71 years old next how much credit card debt \$35000 or more.

He then ask for a Credit Card and number, I told him our credit cards were almost maxed out. He explained if we ^(after) paid all our credit card debt off then they would charge us \$998.00

for services. I said I might not be interested but I wanted to know what they offered. I

was put on hold, then he said we qualified and some one else would explain. I was turned over to another man, who I thought was telling me about the program. I was asked if we had

a computer, I said no, he said that was ok, I said the first man said he could get our credit cards down maybe 5% or 50% he replied not always, but, they would guarantee \$2500.00 after our debts were paid in full with no missed

payments or if all paid in 90 days we would get it all back. I told him I might not be interested several times during our conversation however I though he was sending me information over

To Read,

so I could make a choice. I asked several times if I did not want the program if I could get my money back. He had ask to record I said ok. No place in the recording does it have where I said I might not be interested.

I received the envelope with two disks (computer) and pages to fill out right before New years. I returned these by ~~the~~ making them sign they received them. Every thing was included and a letter stating I did not want to except their program.

I had three calls when I was not home to call them. I returned the call an operator answered and said I could not cancel, She was not very nice she was intimidating and scared me. She played the recording back. She asked why I thought they wanted my credit card if not to buy. I thought when the man was talking, I did not know I was buying and I thought the ^{no} canceling was if I accepted the program. I thought he was telling me about the program and was sending things for me to read,

I kept saying I might not be interested. I explained my daughter had got in a credit program to pay off credit cards and the company sold to another company. She had to file Bankrupt. He said they we a solution company to help you get out of debt.

While talking to the operator I said I ~~would~~ ^{would} have a lawyer check it out. She told me he could not do anything they had it recorded and she was returning my package to me. It it filled out and return right away. You cant cancell. A man called to see if it arrived the day it came and told me get it filled out right away + return it. I felt scared and thought we were being charged if not returned so I filled out paper + signed

To Read,

so I could make a choice. I asked several times if I did not want the program if I could get my money back. He had ask to record I said ok. No place in the recording does it have where I said I might not be interested.

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by my husband and myself.

On Feb 2, 2012 I received a phone call from [REDACTED], said choices are:

1. Negotiate Credit Cards
2. Balance Transfer of Credit
3. Agreement of fixed rates (could pay same rate in no time)

Told me they have a deal with Chase Mastercard 6.9% Discover 6.9% and Sears Mastercard 9.9%

When talking to other people they all thought it was a scam. I called Sears Mastercard to see that they could not charge anything else as they had already charged \$998.00 on my card. That I understood would only be charged at the end of everything being paid off. Explained to Mastercard about the deal of 9.9% interest rate and was told they never would go that low and was no deal. They are putting a note in file as I said I was contacting you.

Called our local Newspaper - Hot Line that Reports Scams. [REDACTED] sent me a copy of purchase power Soulation from online. I am enclosing that with their Cancel Policy. I returned in 1 week as soon after new years as possible (mail) The Herald Times Bloomington Indiana PHONE 1812 3324401

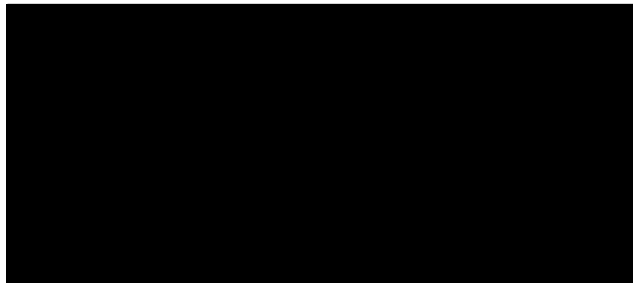
I have also called Better Business Bureau in Arizona (A.Z.) Phone 602 77 12800 (Please call) Rating from A to F they are rated F Started Feb 3, 2010 then Corp 2011 by [REDACTED] Purchase Power Soulation over

Received a call from [REDACTED] on
 Dec 2, 2012 about 1 hour after talking to [REDACTED], He
 offered choices

Debt Management = fixed Rates
 No Missed Payments Less debt Settlement - settle for less - payoff ^{3 or 4 yrs} or less
 Auto debt settlement - turn in credit cards and
 Bad credit Rating - No credit Rating
 He is calling back Dec 13, 2012 at 12:00pm our time

at Purchase Power Solutions

I talked to:



No matter how it turns out we will not use this company
 even if it cost us money we don't have to spare. We do not ^{TRUST} them.

Written By
 Regenia Lane

P5.

Please call Purchase Power Solutions
 at and ask to hear
 my Recording Regenia Lane Birthday 1/1/4/ age?
 4423 S old. State Road 37
 Bloomington, Indiana
 47401

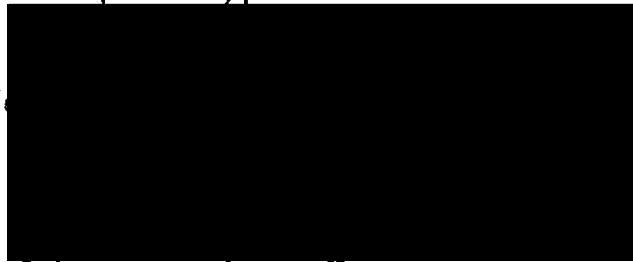
Nowhere will you hear in the recording I might
 not want it.

Received a call from [REDACTED] on
 Jan 2, 2012 about 1 hour after talking to Nigel, He
 offered choices

Debt management = fixed Rates
 No Missed Payments Less debt Settlement - settle for less - payoff ^{3 or 4 yrs} or less
 Guts debt settlement - turn in credit cards and
 Bad credit Rating - No credit Rating
 He is calling back Jan 13, 2012 at 12:00pm our time

at Purchase Power Solutions

I talked to:



No matter how it turns out we will not use this company
 even if it cost us money we don't have to spare. We do not ^{TRUST} them.
 Written By



P.S.

Please call Purchase Power Solutions
 at and ask to hear
 my Recording Regenia Lane Birthday 1/1/4/ age 2
 4423 S old. State Road 37
 Bloomington, Indiana
 47401

Nowhere will you hear in the recording I might
 not want it.

Monday

Jul 13, 2012

[REDACTED] called
 at 12:00 apt time said Nigel
 had sent my file to him he is
 a lawyer to settle debts. Would
 give us bad credit rating and pay
 of debt in 3 yrs and lower payments.
 When he made the apt by phone
 I thought he was part of Purchase
 Power Solutions he is not, he
 does referrals from them. John
 Hargalis works for E. L. H.
 phone number 888 288 8013
 Ext. 225. He is returning my
 file to [REDACTED] at Purchase
 Power Solutions, I am calling
 them to tell them, I don't
 want to use them and have
 contacted the attorney General
 office. He did not tell me that
 when he ~~made~~ ^{made} appointment (Regenia Lane)
 over

he was not part of purchase Power Solutions. The longer I am dealing with this situation, the more nervous and sick at my stomach I'm getting.

Thank you
[REDACTED]

Spoke to operator at purchase Power Solution at 12:40 pm 2/13/12. Told her I was not using their company and had contacted attorney General office. She said John had notified them already.

1253pm. [REDACTED] just Called told me I have a contract with them and was unfair to file a complaint with you.

he was not part of purchase Power
Solutions. The longer I am dealing
with this situation, the more
nervous and sick at my
stomach I'm getting.

Thank you
[REDACTED]

Spoke to operator at purchase
Power Solutions at 12:40 pm 2/13/12. Told
her I was not using their company
and had contacted attorney General
office. She said John had
notified them already.

12:53 pm. Amy just called
told me I have a contract
with them and was unfair to
file a complaint with you.

J. Gary Seewald Esq.
Attorney At Law
The Hilliard Building, Third Floor
1419 West 9th Street
Cleveland, Ohio 44113
Phone (216) 781-8288, Fax (216) 781-1273
Email: jngllwyr@apk.net

RECEIVED
F1470

BY:.....

September 11, 2012

Purchase Power Solutions, Inc.

Attention: [REDACTED]

3116 South Mill Avenue
Tempe, AZ 85282

Re: My Client: [REDACTED]
Confirmation Nos.: 06129B998 and 20782342

Dear Sirs:

Please be advised that this office has been consulted and retained by [REDACTED] with regard to violations of the Consumer Sales Practices Act and consumer laws in the State of Ohio.

PLEASE HAVE THIS LETTER SERVE AS FORMAL NOTICE THAT WE ARE CANCELING ANY AND ALL AGREEMENTS PURPORTEDLY PROCURED VIA TELEPHONE.

Please have this letter serve as formal notice that we demand that you cease and desist all communications with [REDACTED] including telephone calls, and direct any and all future communications and correspondence to the undersigned in this matter.

I would appreciate it if you would contact the undersigned so that we might discuss this matter to see if we might come to an amicable solution to this problem. Thank you for your attention and I look forward to hearing from you.

Very truly yours,

J. Gary Seewald

JCS:fr

Faxed Jack 3/21/12

MAR 21 2012

E. David Griffith, Lawyer

Emphasis Probate and Estates

March 12, 2012

Purchase Power Solutions
3116 South Mill Avenue #283
Tempe, Arizona 85282

RE: Correspondence with [REDACTED] / Billing attached

Ladies/Gentlemen

I represent [REDACTED]

[REDACTED] resides at [REDACTED]

[REDACTED] received two CDs from you as result of a request for information about your products. She does not want the CDs and did not order them. The CDs are returned with this letter. She has signed no contract with your company. Your company has billed her credit card, as shown by the credit card billing enclosed in this letter. That bill, for \$896.00, was never authorized or contracted by her. [REDACTED] position is that this bill is unwarranted, and she will not pay it, and she demands that you withdraw the charge against her account with the credit card company. She has attempted to cancel this charge on her account, and the credit card company has informed her that only your company can cancel the charge against her credit card account. If you do not cancel it, she will, at the very least, file suit in small claims court to recover the money from your company.

If you wish to correspond further about this matter, please address such correspondence to me.

Thank you for your attention.

Sincerely yours,



E. David Griffith

Cc: [REDACTED]

EVANS, LOEWENSTEIN, SHIMANOVSKY & MOSCARDINI, LTD.

ATTORNEYS AT LAW

RECEIVED
AUG 30 2012

OF COUNSEL
PETER BERK
DEER & STONE, P.C.
ELZIER & MEYERSON, LLC
KERRY FORMAN
PAUL MARZANO
KATHLEEN O'KEEFE-RIVERA

130 S. JEFFERSON STREET, SUITE 350
CHICAGO, ILLINOIS 60661
FAX (312) 466-0823
TELEPHONE (312) 782-2585

BY SUBURBAN LOCATIONS
707 SKOKIE BOULEVARD, SUITE 600
NORTHBROOK, ILLINOIS 60062
- BY APPOINTMENT ONLY -

August 30, 2012

President
Purchase Power Solutions
3116 South Mill Ave., #283
Tempe, AZ 85282

Re: [REDACTED]

File number: 63-1582 [REDACTED]

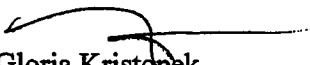
Dear Sir or Madam:

Please be advised that our office has been contacted by Ms. [REDACTED] concerning payment of \$998.00.

Ms. [REDACTED] informs me that your company contacted her for a custom debt analysis program. Ms. [REDACTED] is cancelling any and all contracts. She states that she was misled by the representative concerning decreasing her monthly interest rates.

Ms. [REDACTED] demands a refund of \$998.00. Please contact Ms. [REDACTED] within ten (10) days to resolve this matter. You are authorized to contact her directly. We have advised Ms. [REDACTED] of her legal remedies including filing a lawsuit and filing a complaint with the Illinois Attorney General's Office, the Arizona Department of Financial Institutions and the Better Business Bureau. Your cooperation in this matter is appreciated.

Very truly yours,


Gloria Kristopek
Attorney at Law

cc: Ms. [REDACTED]
10318 Kent St.
Westchester, IL 60154

MESSAGE FROM CONSUMER:

Better Business Bureau:

I have reviewed the response made by the business in reference to complaint [REDACTED], and have determined that this proposed action would not resolve my complaint. For your reference, details of the offer I reviewed appear below.

[Provide details of why you are not satisfied with this resolution.]

Regards,

[REDACTED]

First of all, I did not purchase software, as stated in the response. What I was offered, ad what I purchased, was a service that was promised to do two things (as verified in the recorded agreement): (1) I was to receive information on how to save money on credit card payments and (2) I was guaranteed (this point was verified twice) that my interest rate would be reduced. As I already know how to save money on payments -- simply pay more than the minimum payment -- what I was really looking for was interest rate reduction. Imagine my surprise when, after a recorded verbal guarantee, I was told that "We can't do that. All we guarantee is what is in our written contract." Also imagine my surprise when my bank took their side and let the charge stand.

23PV_City: [REDACTED]

24PV_State: Arizona

25PV_Zip: [REDACTED]

26PV_Phone_Area: [REDACTED]

27PV_Phone: [REDACTED]

28PV_2ndPhone_Area:

29PV_2ndPhone:

30PV_Email:

31PV_Website: <http://purchasepowersolutionsinc.com/>

32Circumstances: I was called repeatedly by this company offering to lower my credit card rates. They asked for credit card numbers to verify my eligibility in their "program", which I gave them. We talked for about 20 minutes, where they offered to assist me in lowering the rates on my credit card for a fee of \$798, charged to my credit card- they would in turn save me \$2500/year in payments, and if not, would refund my money. I agreed to payment for them attempting to lower my interest rates on my credit cards. They tape recorded our conversation, which they now say stipulates a binding agreement. I was told I would be receiving documentation in the mail to this effect (my payment for their lowering my rates), but instead received debt management software, and a form to fill out agreeing to their services and communications with a financial advisor. I neither want nor need debt reduction software. My credit card company has advised me that they do not need a third party to lower my rates, though I was rather led to believe that this company had some way to do this that I did not. I am currently in a credit card claim dispute with PPS for the \$798.00, and compiling a rebuttal and documentation.

33complain_yesno: Yes

34ComplaintResponse: I was told, via phone, that I was unable now to "opt out" of their program. They have been calling me non-stop since the claim was filed, from Colorado, Missouri and a host of other numbers. I have stopped answering the calls.

35warranty_yesno: No

36sign_yesno: No

37Trans_Date_Month: January

38Trans_Date_Day: 15

39Trans_Date_Year: 2012

40Trans_Place: Credit card charge

41Damages: 798.00

42SalesPerson: n/a

43Witness: n.a

Paradise

CUSTOMER EXPERIENCE INFORMATION

Customer Information:

[REDACTED]

[REDACTED]

[REDACTED]

Daytime Phone: [REDACTED]

Evening Phone: [REDACTED]

E-mail: [REDACTED]

The details of this matter are as follows:

Complaint Involves:

Refund Or Exchange Issues

Customer's Statement of the Problem:

Please help at no time did I say I wanted to sign up. I never heard that I was entering into a verbal contract with a non refundable fee of \$998. I was under the impression the documents would be mailed and I had 30 days to review and get back with my decision. When I realized this was not what I wanted, I called and was told I was in a verbal contract and my \$998 was already charged to a Discover card and was not refundable. I was taken advantage of during a phone conversation. I would never agree to spending \$998 without reviewing documents or discussing with my husband.

Desired Settlement:

\$998 credited back to Discover card

RECEIVED
FEB 24 2012

BY: _____

Purchase Power Solutions,

I am returning the software you sent to me. It has never been opened or installed. As stated earlier, I am seeking a full refund of the money I paid you because your sales representative misled me about your program. After completely revealing my financial situation to him, he insisted that your company could lower my interest rates while allowing me to continue using my credit cards. After speaking with the "financial advisor," I was informed that I would have to close my credit card accounts to get lower interest rates. This completely contradicts what the original salesman told me. I cannot believe that your company would intentionally deceive a handicapped, senior widow trying to survive on Social Security. I certainly cannot afford to spend money on a program that is unable to help me.

[REDACTED]

[REDACTED]

Final 8/27/12

CUSTOMER EXPERIENCE INFORMATION

Customer Information:

[REDACTED]
[REDACTED]
[REDACTED]

Daytime Phone: [REDACTED]
Evening Phone: [REDACTED]
E-mail: [REDACTED]

The details of this matter are as follows:

Complaint Involves:

Contract Disputes

Customer's Statement of the Problem:

Purchase Power Solutions Company Charged \$998 to my credit card company for software program that was confusing and made a telephone call requiring me to accept the terms that I could not hear and did not fully understand what I was getting into. I don't even have a computer. I don't remember even ordering the product, I am 88 years old, hard of hearing and felt the company took advantage of me. I may have recieved a disk, but other than that I did not receive any services from this company and did not understand that the disk was a computer program. This charge has increased my credit card debt and has caused me great anxiety.

Desired Settlement:

My daughter called the credit card company and the charge was temporarily reversed however the credit card company determined that there wasn't 'sufficient information to verify that a billing error ocured' and the charge was put back on my account. I would like Purchase Power Solutions to refund the \$998 to me.

RECEIVED
AUG 20 2012

BY: _____

August 15, 2012

[REDACTED]
[REDACTED]
[REDACTED]
Fifth Third Bank (Card Center)
Madisonville Operation center
MD 1MOC2G
Cincinnati, OH 45263
Attention: Dispute Department

Fifth Third Bank-Card Center,

Given the assurances provided me on the phone the company (Purchase Power Solutions) PPS, was committed to secure lower interest rates on my debt, that is my consumer debt of credit cards. It was to save us at least \$2,500 per year on debt costs. I was assured that my credit card charge could be reimbursed after reviewing the material they would send FedEx. After receiving the documentation I was not inclined to pursue using the service of PPS,

I was then not interested and called them. The conversation with the company resulted in their insistence I needed and was required to do more, for so far they have fulfilled their agreement. My money was then in jeopardy. Therefore I contacted the Fifth Third bank through the internet link.

I have followed up with FAX as directed. This is to augment that fax responding to your letter.

It was after the assurance that my refund would be forthcoming after receiving material to review, that I supplied this credit card number. Subsequently I was contacted to be recorded as to this payment. In that conversation I questioned, for confirmation, that I was assured a refund. One can listen to the conversation that was to confirm the first conversation.

In it this second phone call to me for recording purposes, my repeated inquiry was not directly answered. My response to the explanation was "I understood what the salesman was saying," without explicit assent to an agreement and to forego any right to a quick refund after document review.

As such, I feel I have been duped, trapped into a transaction inadequately communicated to me by phone. My right to review the agreement on paper has been negated.

I am thereby asking for an advocate to secure my credit against this business. I feel I have been taken advantage of and subsequent conversation and inquiry (July 27th) has been met with an insistence of my requirements, not the company's obligation to fair business practice or willingness to grand a refund.

At this point in time I am uncertain as to my next course of action.

I certainly appreciate your assistance and advocacy as a card holder and customer,

[REDACTED]
Attachments Documents: Further information and comment from [REDACTED]

Purchase power Solutions PPS follow up letter, service contract

Cc: Better Business Bureau of Central, Northern, and Western Arizona

Purchase Power Solutions, 3116 S. Mill Ave., Suite 283, Tempe AZ 85282

 page 2

The promise on the phone solicitation was:

I would be able to save money on my credit card debt interest rates, at least 50%, and given my debt amount save 2,500 per year guaranteed.

A financial advisor would be assigned to me to assist me in future debt management.

Resources, DVD resources would also be supplied and delivered via FedEx with the paperwork.

In the documentation there is the disclaimer that no contact or advocacy with my creditors would be made, but they will "educate" as to the best way to negotiate with creditors. The verbal conversation was misleading. The service is then not any more than education software and personal financial services...which is not the product promoted.

PURCHASE POWER SOLUTIONS

3116 South Mill Ave #283

Tempe, AZ 85282

Phone (888) 512 8881

Fax (888) 430 2542

September 25, 2012

Better Business Bureau
4428 North 12th Street
Phoenix, AZ 85014-4585

RE: Complaint ID #

To Whom It May Concern:

We have added [REDACTED] to our permanent do not call list. He will no longer receive any calls from Purchase Power Solutions. We feel that this matter is now resolved due to the above efforts made.

If you need any further information please don't hesitate to write or call our office.

Sincerely,

[REDACTED]
Office Manager
Purchase Power Solutions



Better Business Bureau
4428 N. 12th Street
Phoenix, AZ 85014-4585
602-264-1721 | 602-263-0997
arizonabbb.org

not in system

Faxed 9/25/12
RECEIVED
JUN 06 2012

BY:.....

06/01/2012

Purchase Power Solutions, Inc.
3116 S Mill Ave, Suite 283
Tempe AZ 85282

Dear Representative Purchase Power Solutions, Inc.:

Better Business Bureau of Central, Northern and Western Arizona (BBB) recognizes that a loyal customer base is valuable and would like to call your attention to the enclosed correspondence we received concerning a customer's experience with your company.

Please note, at this time the consumer has not requested that BBB intervene. This information is being sent to you as a courtesy for your review and files.

Although BBB does not report on matters deemed 'for BBB info only,' a copy of this correspondence will be retained in your file for three years. BBB is not requesting a formal reply; however, if you choose to respond, a copy will be forwarded to the customer and the BBB will retain your side of this experience in the file.

The BBB values the opportunity to be an extension of your customer service commitment.

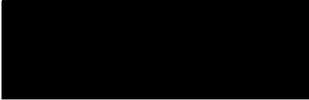
If you are not BBB Accredited and wish to apply, please visit <http://joinarizona.bbb.org/drsat>

Regards,

Andrea Garcia
Your Better Business Bureau

CUSTOMER EXPERIENCE INFORMATION

Customer Information:



E-mail: 

The details of this matter are as follows:

Complaint Involves:

Advertising Issues

Customer's Statement of the Problem:

I was called twice by Purchase Power Solutions (missed the first call). I see that their address lists them in Arizona, however my caller ID showed MARYLAND 301-762-8934. when I tried to call the number it says it is no longer in service. When I answered the rep started into his spiel about how my visa and mastercard had high interest rates and that could help me lower them. I asked how they received this information and he told me that the credit bureaus sold it to them. I asked if he would need my credit card information and he said yes, I asked why he couldn't just get it from the credit report he told me it was for verification purposes. I asked him if he consulted the do not call list which I am on and his response was no, I don't need to. I asked him how much this 'service' would cost and he went into an explanation of how it all worked. As I dug deeper (I was having fun at this point) he became frustrated and flustered. I finally told him to add my name to their do not call list and that I was going to report them to the BBB and he immediately ended the call.

Desired Settlement:

We need some type of legislation or stricter punishment for offenders of these types of scams. I think a good place to start would be with the telephone companies. If we were to hold them responsible for their complicity, we would see a drastic reduction in these types of scams. Same could be true of those that use the internet, go after the internet service providers.

Additional Comments from Consumer:

View Complaint Message

Page 1 of 1



Better Business Bureau
4428 N. 12th Street
Phoenix, AZ 85014-4585
602-264-1721 | 602-798-8279
arizonabbb.org

RECEIVED
1 OCT 09 2012

BY: _____

10/09/2012

██████████
Purchase Power Solutions, Inc.
3116 S Mill Ave, Suite 283
Tempe AZ 85282

Dear ██████████

Thank you for your reply to BBB regarding ██████████ experience with your company. The information you provided was sent to this customer for review and possible reply.

BBB has not received follow-up comments from the consumer. Therefore, at this time, it is our understanding this dispute is resolved. Should the consumer contact BBB at a later date, you will be notified if further clarification is needed.

BBB appreciates your efforts in bringing this matter to a satisfactory close and thanks you for supporting our mission of advancing marketplace trust.

If you are not BBB Accredited and wish to apply, please visit <http://joinarizona.bbb.org/drsat>

Regards,

Andrea Garcia
Your Better Business Bureau

PURCHASE POWER SOLUTIONS

3116 South Mill Ave #283

Tempe, AZ 85282

Phone (888) 512 8881

Fax (888) 430 2542

September 25, 2012

Better Business Bureau
4428 North 12th Street
Phoenix, AZ 85014-4585

RE: [REDACTED]

To Whom It May Concern:

We have added [REDACTED] to our permanent do not call list. He will no longer receive any calls from Purchase Power Solutions. We feel that this matter is now resolved due to the above efforts made.

If you need any further information please don't hesitate to write or call our office.

Sincerely,

[REDACTED]

Office Manager
Purchase Power Solutions

CUSTOMER EXPERIENCE INFORMATION

Customer Information:

[REDACTED]

Daytime Phone: [REDACTED]
E-mail: [REDACTED]

The details of this matter are as follows:

Complaint Involves:

Advertising Issues

Customer's Statement of the Problem:

We are registered on the 'Don't call' list and we keep getting harassing telemarketing phone calls from this company.

Desired Settlement:

Get them to stop calling !!!!!!!!!



Better Business Bureau
4428 N. 12th Street
Phoenix, AZ 85014-4585
602-264-1721 | 602-798-8279
arizonabbb.org

RECEIVED
OCT 03 2012

BY: _____

10/03/2012

Purchase Power Solutions, Inc.
3116 S Mill Ave, Suite 283
Tempe AZ 85282

needs to be
refunded!
ASAP

Dear _____ :

Better Business Bureau of Central, Northern and Western Arizona (BBB) recognizes that a loyal customer base is valuable and would like to call your attention to the enclosed correspondence from one of your customers, who has contacted BBB for assistance.

Please note that because the issues presented are of a nature beyond BBB's purview, this matter is NOT being categorized as a formal dispute. A copy is being sent to you as a courtesy for your review and file information.

The mission of BBB is to be the leader in advancing marketplace trust. BBB acts as a neutral party, working to promote an ethical marketplace where buyers and sellers trust each other.

Although BBB does not report on matters that are beyond its purview, a copy of this correspondence will be retained in your file for three years. You are welcome to send a response so your side of this matter may be included in the file. Be aware that if you do choose to respond, a copy of your reply will be forwarded to the customer unless you specifically request otherwise.

If you are not BBB Accredited and wish to apply, please visit <http://joinarizona.bbb.org/drsat>

Regards,

Andrea Garcia
Your Better Business Bureau

Notes						
Note	Type	Status	Reply By	Assigned To	By	Entered On
changed phone number from 7209 to 2709	Note	Information Only			HM	7/30/2012
this client called in wanting to cxl I could not find her in the system because the name was spelled incorrect and the number was incorrect as well so I did some searching and got it all fixed tried to call and go over gts lm on vm	Note	Information Only			BS	7/30/2012
mrs called back in said she had to cxl she didn't understand that she would be billed right away she thought she would be able to look at ppwk and then make her decision, went over st and gts and adv on the ver but mrs had to go said she couldn't listen	callback	Closed	7/30/2012		GG	7/30/2012
she will cb after she calls her cc co tomorrow she said she is going to dispute the charge	Note	Information Only			GG	7/30/2012
lm on am for cb	Note	Information Only			RE	7/31/2012
spoke with cst and I went over the gts with her, but she states that she didn't understand that she would be billed..i went over the ver with her...but she states that she was never told the charge was going on the acct that day..i again went over the terms	Note	Information Only			RE	7/31/2012
trans to amy	Note	Information Only			GG	7/31/2012
cont..with her..she will not work with us and is contacting discover to dispute...I gave steve a note to see what he can do with this one..	Note	Information Only			RE	7/31/2012
info	Note	Information Only			RE	7/31/2012
SaleDate 07/26/2012 R Date: 08/06/2012 Reason: Chargeback: Retrieval request: documentation request due to cardholder dispute	Note	Information Only			HM	8/6/2012
520383745196	Note	Information Only			HM	8/6/2012
responded to retrieval request	Note	Information Only			HM	8/7/2012

Sale date: 7/24/12

**MIKE DEWINE**

★ OHIO ATTORNEY GENERAL ★

MAY 21 2012

Consumer Protection
Office 614-466-8831
Fax 614-466-889830 East Broad Street, 14th Floor
Columbus, Ohio 43215
www.OhioAttorneyGeneral.gov

BY: _____

May 16, 2012

Purchase Power Solutions
3116 S. Mill Ave., Suite 283
Tempe, AZ 85282

Re: Ohio Telephone Solicitation Sales Act

To Whom It May Concern:

It has come to our attention that you are conducting telephone sales to consumers in Ohio. Your company is not found to be registered as a telephone solicitor with the State of Ohio. Pursuant to Ohio's Telephone Solicitation Sales Act (TSSA), R.C. 4719.01 *et seq.*, telephone solicitors must obtain a certificate of registration from the Ohio Attorney General prior to engaging in telephone solicitations within the State of Ohio.

A telephone solicitation can occur through a direct telephone call made by a business to a consumer. However, it can also be a telephone call made by the consumer to a business if that consumer has received a notification or advertisement that invites a response by telephone, and if during the course of that response, a telephone solicitor or salesperson attempts to make a sale of goods or services to the consumer.

You may view and download a copy of the statute and the application at the following web links:

Application:

<http://www.ohioattorneygeneral.gov/TSSAForm>

Ohio Revised Code:

<http://codes.ohio.gov/orc/4719>

Some businesses are exempt for compliance with TSSA pursuant to the provisions of R.C. 4719.01(B). Take time to carefully review this section of the statute. After reviewing all the exemptions, if you feel that your business specifically falls under one or more of the exemptions you will need to respond to this letter in writing on or before **June 18, 2012** stating the exemption and specifically defining how and why the exemption applies to your business. In addition to your response, please include your name, address, phone number, and nature of your company's business.

If no exemptions specifically apply to your business, you must submit a completed application for registration and submit the required filing fee on or before **June 18, 2012**. The application must be completed and a certificate of registration issued before you may engage in telephone solicitations to Ohio consumers. Once our office receives your application and fee we will begin our review. Upon our review, if your application is approved a certificate will be issued which will bring your business into compliance with the laws of Ohio. The certificate is valid for one year from the date it is issued.

In addition to the registration requirements, the TSSA mandates that telephone solicitors obtain a \$50,000.00 surety bond, provide certain disclosures to consumers during telephone solicitations, and follow up in writing before a sale is valid. The Ohio Attorney General strictly enforces this law. Companies who operate in violation of the TSSA are subject to criminal and civil penalties for violations.

Please do not disregard this letter, a response is expected. Please contact me by email or at the telephone number listed below should you have questions or would like further information about TSSA.

Sincerely,



Joseph Hudach
Consumer Protection Specialist
Consumer Protection Section
Ohio Attorney General Mike DeWine
(614) 995-1577
(866) 413-7036 (Fax)
joseph.hudach@ohioattorneygeneral.gov